

Volume 3

(Volume III Legal)

Draft Agreement

[VERSION 2.0]

Between

Punjab Land Records Society,
(Office of Director Land Records)

And

[Operator]

To Outsource

Computerisation of Registration &
Land Records Management System and Provisioning of Citizen
and Back-end Services Through Establishment and
Operations & Management of Citizen Service Centres
Throughout the State of Punjab

on

Public Private Partnership Model

Table of Contents

1	SERVICE LEVEL AGREEMENT	4
2	NON-DISCLOSURE AGREEMENT	29
3	MASTER SERVICES AGREEMENT	33
3.1	PROJECT PROCESSES	35
3.2	SCOPE OF WORK	53
3.3	SERVICES TO BE PROVIDED TO CITIZENS	67
3.4	ROLE, RESPONSIBILITY & ACCOUNTABILITY	69
3.5	MANAGEMENT REQUIREMENTS	74
3.6	EFFECTIVE DATE	81
3.7	TERM	81
3.8	COMPENSATION AND BILLING	82
3.9	WORK POLICY	86
3.10	INDEPENDENT	87
3.11	SUB-CONTRACTORS	88
3.12	COMPLIANCE WITH LAWS	88
3.13	SECURITY AND SAFETY	89
3.14	CONFIDENTIALITY AND SECRECY	90
3.15	TERMINATION	90
3.16	INDEMNIFICATION	91
3.17	LIMITATION OF LIABILITY	93
3.18	FORCE MAJEURE	94
3.19	SUCCESSORS	95
3.20	RESOLUTION OF DISPUTES	95
3.21	CHANGE CONTROL PROCEDURE	95
3.22	EXIT MANAGEMENT	102
3.23	INSURANCE REQUIREMENT	110
3.24	NOTICES	110
3.25	SOFTWARE LICENSES	110
3.26	AUDIT, ACCESS AND REPORTING	110
3.27	GOVERNANCE	115
3.28	INTELLECTUAL PROPERTY OF THE APPLICATION	119
3.29	GOVERNING LAW JURISDICTION	120
3.30	SURVIVAL OF PROVISIONS	120

3.31	RIGHTS AND REMEDIES	120
3.32	GENERAL PROVISIONS.....	120
3.33	CORPORATE AUTHORITY / FURTHER ASSURANCES	120
3.34	PERFORMANCE BANK GUARANTEE.....	121
3.35	OBLIGATIONS OF THE SELECTED AGENCY(S)	122
3.36	INSPECTION & TEST	123
3.37	DELIVERY & DOCUMENTS	123
3.38	THIRD PARTY BENEFICIARIES.....	124
3.39	THIRD PARTY CLAIMS.....	124
3.40	OWNERSHIP OF EQUIPMENTS	124
3.41	PREVENTION OF CORRUPT OR FRAUDULENT PRACTICES	125
3.42	CONTRACT AMENDMENT	126

1 SERVICE LEVEL AGREEMENT

The objective of this section is to provide the draft Service Level Agreement to be signed between the Authorised Representative Buyer, Punjab Land Records Society and the successful bidder. The agreement is the draft and can be changed after discussion between the two parties before signing the agreement.

THIS AGREEMENT is made this _____ day of _____
2005

BETWEEN:

Authorised Representative, Punjab Land Records Society, Government of Punjab having its administrative office at Office of Director Land Records, Kapurthala Road Jalandhar, Punjab, India hereinafter referred to as "Buyer" (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

[_____], a registered company under the Indian Companies Act, 1956 having a registered office at _____ and place of business at _____ (hereinafter referred to as "Operator").

WHEREAS

- A. Buyer and [_____] have entered into a Master Services Agreement dated [_____] (the "MSA").
- B. In accordance with Article [_____] of the MSA, Buyer and Operator wish to enter into this Service-Level Agreement ('Agreement/SLA') on the following terms.

1 Article 1 General Provisions of the Service Level Agreement

1.1 Definitions

1.1.1 In this Agreement, unless the context requires otherwise:

"Agreement/Service Level Agreement/SLA" means this Agreement, together with the Appendices;

"Buyer Data" means all proprietary data of Buyer which an Operator obtains, possesses or processes in the context of providing the Services to the users pursuant to this SLA;

"Parties" means Buyer and Operator for the purposes of this SLA, Buyer and the Operator and

"Party" shall be interpreted accordingly;

"Service Level" means the level of service and other performance criteria which will apply to the Services as set out in the SLA parameters effective during the Term of this SLA;

"Term" means the duration of this SLA as identified in Article [_____];

1.1.2 All Appendices and other attachments to this SLA are hereby incorporated as a part of this SLA by this reference.

1.1.3 References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.

1.1.4 Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and corporations and vice versa.

1.1.5 Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this SLA as a whole and not to any particular Article, Appendix or other subdivision. The terms Article and Appendix refer to Articles and Appendices of this SLA. The word "include" and "including" shall not be construed as terms of limitation. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated.

1.1.6 The headings and use of bold type in this SLA are for convenience only and shall not affect the interpretation of any provision of this SLA.

1.2 Structure

1.2.1 This SLA shall operate as a legally binding services agreement specifying terms which apply to the Parties and to the provision of the Services by the Operator to Buyer under this SLA and the MSA.

1.3 Objectives of the Agreement

1.3.1 The Operator is to provide Service Levels which will ensure the following:

1. Improving the quality of services to the citizens.
2. Leveraging the benefits of ICT in new system
 - a. Reduction of manual records with computerized standardized documents.
 - b. Infuse transparency in operations by enabling the stakeholders to have easy access to the records and provision of login ids and biometrics to infuse accountability in operations.
 - c. Faster request processing in delivery of services with better turn around time.
 - d. Automated data transfer with statewide connectivity to prevent unnecessary duplication & simplify preparation of "disaster" copies of registers.
 - e. Generation of meaningful MIS from the system.
 - f. Inbuilt mechanism of security and quality control for crucial land data.
 - g. Integration of existing digitized maps with the land records data(GIS solutions)
 - h. Easy web access to farmers / citizens for their records
 - i. Minimize abuse of discretionary powers and minimize under-valuation i.e. increased government revenue
3. Enhance government citizen interaction with shift from 'Government/Department Centric Processes to Citizen Centric Processes'.
 - a. Facilitate the monitoring and analysis of market and rental values of land and property.

To meet the aforementioned objectives the Operator will provide the Service Levels in accordance with the performance metrics as more particularly described in Appendix A of this SLA. Further this SLA shall govern the provision of the contracted professional services to the Buyer or its nominees after the Effective Date.

1.4 Scope of the Agreement

1.4.1 This Agreement encompasses the outsourcing portion of the “**Computerisation of Land Record’s Administration process**” between the parties. This Service Level Agreement (SLA) will do the following:

- Establish mutual responsibilities and accountability
- Define each party’s expectations in terms of services provided
- Establish performance measurement criteria
- Define availability expectations
- Define escalation process
- Establish trouble reporting single point of contact
- Establish framework for SLA change management
- Parties Covered by this Agreement

The following parties are obligated to follow the procedures as specified by this Service Level Agreement:

- Buyer
- Operator

1.5 Agreement Owners

1.5.1 The following personnel must be notified to discuss Service Level Agreement considerations and take SLA change requests:

	Title	Telephone	Email
Buyer	Authorised Representative, PLRS		
Name			
Operator			

	Title	Telephone	Email
Name			

1.6 Contact List

1.6.1 Any changes to the listed contacts must be communicated and updated prior to the change occurring. The Single Point of Contact (POC) for all Outsourced Service problems is XXXXXXXXXX. This phone number is monitored 24 hours per day, 7 days per week.

Name	Title	Location	Telephone
Buyer			
Operator			
Tehsil/Sub Tehsil Offices			

1.7 Principal Contacts

1.7.1 The Buyer and the Operator will nominate a senior staff member to be the principal contact regarding operation of this Service Level Agreement (SLA). At the start date of this SLA, the nominated principal contacts are:

Buyer principal contact: _____

Operator principal contact: _____

1.8 Commencement and Duration Of This SLA

1.8.1 This SLA shall commence on the date on which it is fully executed by the Buyer and the Operator (hereinafter the 'Effective Date') and shall, unless

terminated earlier in accordance with its terms or unless otherwise agreed by the Parties, expire on the date on which this SLA expires or terminates for any reason, which shall be Five years from the Effective Date of this SLA.

1.9 Exclusions to the Service Level Agreement

1.9.1 This Service Level Agreement does not cover the following services:

- (i) Consulting Services
- (ii) Operator Business Processes not related to the project

1.10 Terms of Payment and Service Credits and Debits

1.10.1 In consideration of the Services and subject to the provisions of the MSA and this SLA, the Buyer shall pay the charges and the service credits to the Operator in accordance with the Terms of Payment Schedule of the MSA.

1.10.2 It is clarified here that the Buyer or its nominated agencies can also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule of the MSA as a result of the failure of the Operator to meet the Service Level under the affected Project Engagement Definition, such sum being determined in accordance with the terms of the Project Engagement Definition

1.11 Updating the Service Level Agreement

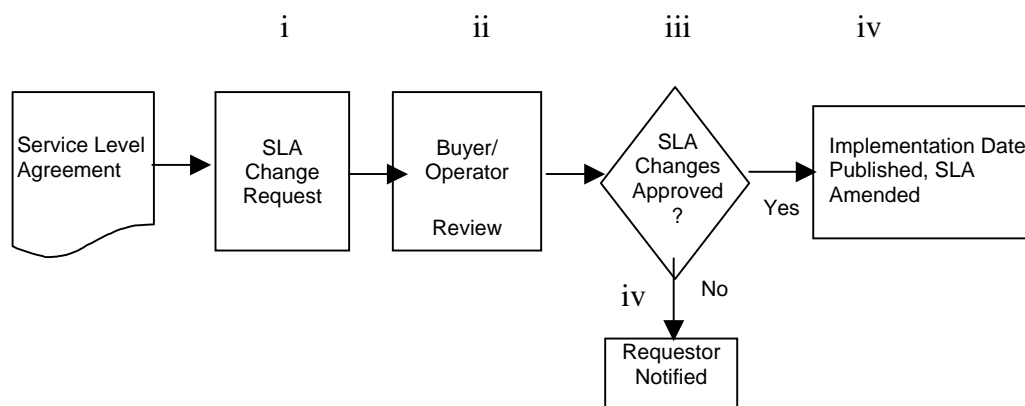
1.11.1 Any and all changes to the agreement will be initiated in writing between the Buyer and the Operator. The service levels in this agreement are considered to be standard for the Buyer and will only be modified if both parties agree to an appended set of terms and conditions.

1.11.2 This Service Level Agreement is not a fixed document to be produced once and used forever. Instead, it must be re-evaluated and updated as the work environment changes. As technology changes, the services and systems covered by this Agreement will change. Likewise, as the business changes, the systems, services, and service levels required to support the business may change. New areas of responsibility must be documented.

1.11.3 This document will be reviewed and revised annually. Changes to the Service Level Agreement may be required at other times to include new systems, change in operating hours, etc.

1.11.4 This agreement is effective on XXXXXX, and is in effect until SLA is terminated by either party. Buyer through Director Land Records and Operator must agree upon any additions and changes to this SLA.

1.11.5 The following is a description of the Service Level Agreement Change Process.



Service Level Agreement Change Request Process

- i. Operator and/or Buyer identify a requirement different from any in the current Service Level Agreement. Operator or Buyer completes a Service Level Agreement Change Request.
- ii. SLA Change Request is presented to Buyer, Operator for review.
- iii. Each party must approve all Service Level Agreement changes within stipulated time frame.
- iv. If the change is approved, the approval information is filled in on the change form, the requesting party is notified of the implementation date, the approved request is communicated in writing to all parties listed in (ii) above, and the Service Level Agreement Change Request is appended to the Service Level Agreement. If the changes are not approved, the Requestor of the change will be notified. The Service Level Agreement is updated once a year, with the appended changes and republished to Buyer and Operator.

1.12 Document History

1.12.1 All revisions made to this document are listed here in chronological order.

Version	Date	Description for changes

1.13 Scope of services

1.13.1 Project Performance Standards

The Operator services will be available to Tehsil/Sub-Tehsil staff and Citizens on Weekdays from 0900hrs to 1700hrs. Operator will be on call in the event of a system problem after hours. The single point of contact (24/7) will be XXXXXXXX, who can be reached at XXXXXXXX.

The following charts provide lists of potential areas for problems, response times and areas of responsibility. Response time has been split into two segments:

- Business Hours: 0900hrs to 1700hrs, Monday through Friday, and;
- After Hours: After normal business hours (including non business hours and weekends).

1.13.2 Services Provided to the Buyer from Operator

This Service Level Definition focuses on the service levels expected from the Operator for the project of Computerisation of Registration and Land Records in the State of Punjab covering the following categories as per the detailed scope explained in RFP volume 1. The scope of the Operator focuses for successful completion of the project throughout the State.

1.14 Responsibilities and Obligations

RFP Volume 1 defines Buyer and Operator roles and responsibilities typically required to successfully support the initiative.

1.15 Performance Review

1.15.1 The Principal Contacts will meet quarterly to discuss priorities, service levels and system performance. Additional meetings may be held at the request of either the Service Provider or the Service Receiver. The Agenda for these meetings will be:

- i. Service Performance
- ii. Review of Specific Problems/Exceptions and Priorities
- iii. Review Operation of the SLA and determine corrective action to overcome deficiencies.

1.16 Interpretation

1.16.1 Apart from the provisions as set out hereinabove, the terms and conditions stated in the MSA shall apply mutatis mutandis to this SLA. In the event of a conflict in interpretation of any Article in the MSA and the SLA, the provisions of the MSA shall prevail.

IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

WITNESSES:

Signed by:

(Name and designation)

Authorized Signatory of Buyer

Signed by:

(Name and designation)

(OPERATOR)

APPENDIX A

Service Metrics Parameters	Baseline		Lower performance		Higher performance		Breach		Measurement	Action on Breach
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Debit		
1. DATA ENTRY & DIGITISATION (100)										
1.1 Accuracy of Data Entry	(%)	35	(%)		(%)		(%)			
1. Error rate in a batch before the second level of verification by Patwaris, Kanungos and CRO (refer to step 4 of section 2.1.4.1 of RFP Volume 1)	2%	11	2%-5%	6	0% to <2%	14	>5%	(-)11	Error rate is measured by percentage of the sample records with corrections marked by Patwaris (as part of step 4 of section 2.1.4.1 in RFP Volume 1) to the total number of records in the batch (monitored by Patwaris)	Entire batch would be rechecked and corrected by DEOs before resubmitting the same to Patwaris.
2. Error rate in a batch at the time of final printout (refer to step 6 of section 2.1.4.1 of RFP Volume 1)	0%	24	N.A.		N.A.		>0%	(-)24	Error rate is measured by percentage of the records with corrections marked by Patwari/Kanungo/CRO (as part of step 5(ii) of section 2.1.4.1) to the total number of records in the batch (monitored by Patwaris)	The batch would be resubmitted by DEOs after incorporating corrections as pointed out by Public.

Service Metrics Parameters	Baseline		Lower performance		Higher performance		Breach		Measurement	Action on Breach
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Debit		
1.2 Timeliness		35								
Default rate in completion of data entry of all records of tehsils/sub-tehsils compared to the data entry plan agreed upon by the tenderer and PLRS / District Administration	5%	35	5%-10%	18	0% to <5%	44	>10%	(-35)	Default rate is measured by percentage of tehsils/sub-tehsils with incomplete data entry to the total number of tehsils to be completed as per the agreed upon data entry plan (monitored by periodical and random checking by the Incharge nominated by DC/Authorised Representative, PLRS)	Increase Data Entry Operators and Systems to speed up data entry. Revised timeline should be prepared and agreed upon with PLRS / District Administration
1.3 Availability of Staff (DEO)		5								
Default rate in required attendance of competent data entry operators in a shift as agreed upon by the tenderer and PLRS	2%	5	2%-5%	2	0% to <2%	7	>5%	(-5)	To be measured against attendance sheet maintained by Operator (monitored by periodical and random checking by the Incharge nominated by DC/Authorised Representative, PLRS)	Corrective action to be taken to ensure required attendance of competent data entry operators in a shift as agreed upon by the tenderer and PLRS

Service Metrics Parameters	Baseline		Lower performance		Higher performance		Breach		Measurement	Action on Breach
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Debit		
1.4 Completion of work on a pro rata basis)		15								
Default rate in completion of work on a pro rata basis	1%	15	1% - 5%	5	<1%	20	>5%	(-)15	To be measured every two weeks (monitored by periodical and random checking by the Incharge nominated by DC/Authorised Representative, PLRS)	Increase Data Entry Operators and Systems to speed up data entry.
1.5 Customer Satisfaction		10								
Rating of QoS (quality of service) – staff behaviour, cleanliness, availability of consumables, quality of printouts for verification and final submission etc. on an agreed scale of 1 to 10.	8	10	6-8	5	>8 to 10	13	<6	(-)10	Periodical and Random checking and subsequently rating by the Incharge nominated by DC/Authorised Representative, PLRS	Immediate corrective action to be taken to maintain QoS to the acceptable rating
TOTAL		100		36		98		(-)100		

Service Metrics Parameters	Baseline		Lower performance		Higher performance		Breach		Measurement	Action on Breach
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Debit		
2. SPECIFIC SERVICES – FRONT END (95)										
2.1 Accuracy of Data Entry		10								
Average error rate in data entry required for all the front-end services	0%	10	0% to 1%	5	N.A.		>1%	(-)10	Error rate is measured by percentage of number of front-end services affected due to incorrect data entry to the total number of service issued in that period. (monitored by periodical and random checking by the Incharge nominated by DC/Authorised Representative, PLRS)	Repeat training of counter operators
2.2 Availability of Staff		10								
Default rate in required attendance of trained counter window staff in a shift as agreed upon by the tenderer and PLRS	1%	10	1%-3%	5	0% to <1%	13	>3%	(-)10	To be measured against attendance sheet maintained by Operator (monitored by periodical and random checking by the Incharge nominated by DC/Authorised Representative, PLRS)	Immediate corrective action to be taken to ensure required attendance of trained counter window staff in a shift as agreed upon by the tenderer and PLRS

	Baseline		Lower performance		Higher performance		Breach		Measurement	Action on Breach
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Debit		
2.3 Availability of Services		15								
Average Uptime in availability of front-end services	98%	15	95%-98%	8	98%-100%	19	< 95%	(-)15	The uptime will be calculated by the percentage of time when all services are available to total working hours of the Citizen Service Center in a month. (Software monitoring)	Immediate corrective action to be taken to improve availability of service to agreed levels
2.4 Customer Satisfaction		10								
Rating of QoS (quality of service) in terms of print quality, paper quality, staff behaviour etc. provided by the vendor on an agreed scale of 1 to 10	8	10	6-8	5	>8 to 10	13	<6	(-)10	Regular feedback and rating by Citizens.	Immediate corrective action to be taken to maintain QoS to the acceptable rating
2.5 Timeliness		50								
Average time for issuance of Nakals of all land records registers (except Musavi/Aksh Shajra)	2-6 min	18	6-9min	10	0 to <2min	23	>9 min	(-)18	Measured as the total sum (1+2) of the time taken for the following sub-activities: 1. Data entry and printing of Nakal (software monitoring) 2. Delivery of attested Nakal to the Applicant (monitored by periodical and random checking by the	Repeat training of counter operators

Service Metrics Parameters	Baseline		Lower performance		Higher performance		Breach		Measurement	Action on Breach
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Debit		
									Incharge nominated by DC/Authorised Representative, PLRS)	
Average time for data entry of Mutation in the system	7-10 min	17	10-15min	9	0 to <7min	21	>15 min	(-)17	Measured as the time taken for data entry of mutation in the system (software monitoring)	Repeat training of counter operators
Average time for Data Entry for Registration	10-12 min	4	12-15 min	2	0-10 min	5	>15 min	(-)4	Measured as the time taken for data entry in the system (software monitoring)	Repeat training of counter operators
Average time for scanning documents for Registration	6-8 min	3	8-10 min	2	0 to <6 min	4	> 10 min	(-)3	Measured as the time taken for scanning the required documents (monitored by periodical and random checking by the Incharge nominated by DC/Authorised Representative, PLRS)	Repeat training of counter operators

Service Metrics Parameters	Baseline		Lower performance		Higher performance		Breach		Measurement	Action on Breach
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Debit		
Average time for capturing and storing photograph for Registration	2-3 min	4	3-5 min	2	0 to <2 min	5	> 5 min	(-)4	Measured as the time taken for capturing and storing the required photograph in the system (monitored by periodical and random checking by the Incharge nominated by DC/Authorised Representative, PLRS)	Repeat training of counter operators
Average time for printing of registration deed	2-3 min	4	3-5 min	2	0 to <2 min	5	> 5 min	(-)4	Measured as the time taken for printing deed from the system (software monitoring)	Repeat training of counter operators
TOTAL		95		50		108		(-)95		
3. SPECIFIC SERVICES – BACK END (52)										
3.1 Timeliness		32								
Default rate in timely completion of printing of Jamabandi of villages completing 5 year daur on or before _____	5%	8	5%-10%	4	0% to <5%	10	>10%	(-)8	Default rate is measured by percentage of Jamabandis with incomplete printing to the total number of Jamabandis to be printed. (monitored by periodical and random checking by the Incharge nominated by DC/Authorised Representative, PLRS)	Increase Operators and equipments to speed up printing. Revised timeline should be agreed upon with PLRS / District Administration

Service Metrics Parameters	Baseline		Lower performance		Higher performance		Breach		Measurement	Action on Breach
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Debit		
Default rate in timely completion of printing of Girdawari of villages completing 5 year daur on or before _____	5%	8	5%-10%	4	0% to <5%	10	>10%	(-)8	Default rate is measured by percentage of Girdawaris with incomplete printing to the total number of Girdawaris to be printed. (monitored by periodical and random checking by the Incharge nominated by DC/Authorised Representative, PLRS)	Increase Operators and equipments to speed up printing. Revised timeline should be agreed upon with PLRS / District Administration
Default rate in time taken in printing of Musavi for villages completing 5 year daur on or before _____	5%	8	5%-10%	4	0% to <5%	10	>10%	(-)8	Default rate is measured by percentage of Musavis with incomplete printing to the total number of Musavis to be printed. (monitored by periodical and random checking by the Incharge nominated by DC/Authorised Representative, PLRS)	Increase Operators and equipments to speed up printing. Revised timeline should be agreed upon with PLRS / District Administration
Default rate in printing and submission of MIS Reports to concerned revenue officials as compared to timelines agreed upon by the tenderer and PLRS/District Administration	5%	8	5%-10%	4	0% to <5%	10	>10%	(-)8	Default rate is measured by percentage of MIS Reports with incomplete printing and submission to concerned revenue officials to the total number of MIS Reports to be printed and submitted as per the agreed upon timelines. (monitored by periodical and random checking by the Incharge nominated by DC/Authorised Representative, PLRS)	Increase Operators and equipments to speed up printing and submission of MIS Reports. Revised timeline should be agreed upon with PLRS / District Administration

Service Metrics Parameters	Baseline		Lower performance		Higher performance		Breach		Measurement	Action on Breach
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Debit		
3.2 Availability of Staff		10								
Default rate in required attendance of competent back-end data entry operators as agreed upon by the tenderer and PLRS	1%	10	1%-3%	5	0% to <1%	13	<1%	(-)10	To be measured against attendance sheet maintained by Vendor (monitored by periodical and random checking by the Incharge nominated by DC/Authorised Representative, PLRS)	Immediate corrective action to be taken to ensure required attendance of competent back-end data entry operators as agreed upon by the tenderer and PLRS
3.3 Client* Satisfaction		10								
Rating of QoS (quality of service) in terms of print quality, paper quality, staff behaviour etc. provided by the vendor on an agreed scale of 1 to 10 * Client = PLRS, Dist. Admin., State Govt.	8	10	6-8	5	>8-10	13	<6	(-)10	Periodical and Random checking and rating by the Incharge nominated by DC/Authorised Representative, PLRS	Immediate corrective action to be taken to maintain QoS to the acceptable rating
TOTAL		52		26		66		(-)52		

Service Metrics Parameters	Baseline		Lower performance		Higher performance		Breach		Measurement	Action on Breach
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Debit		
4. WATCHSTANDING SERVICES (100)										
4.1 Environment		15								
Rating of upkeep including cleanliness of Citizen Service Centre on an agreed scale of 1 to 10	8	5	6-8	3	>8-10	6	<6	(-)5	Periodical and Random checking and rating by the Incharge nominated by DC/Authorised Representative, PLRS	Immediate corrective action to be taken to maintain the required rating
Rating of quality of adequate Citizen Facilities in Citizen Service Centre on an agreed scale of 1 to 10	8	5	6-8	3	>8-10	6	<6	(-)5	Periodical and Random checking and rating by the Incharge nominated by DC/Authorised Representative, PLRS	Immediate corrective action to be taken to maintain the required rating
Rating of quality of adequate lighting in Citizen Service Centre on an agreed scale of 1 to 10	8	5	6-8	3	>8-10	6	<6	(-)5	Periodical and Random checking and rating by the Incharge nominated by DC/Authorised Representative, PLRS	Immediate corrective action to be taken to maintain the required rating

	Baseline		Lower performance		Higher performance		Breach		Measurement	Action on Breach
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Debit		
Service Metrics Parameters										
3.2 Physical Security		10								
Rating on enforcement of security standards like controlled access to server and other restricted sections of Citizen Service Centre on an agreed scale of 1 to 10	10	10	N.A.		N.A.		<10	(-)10	Periodical and Random checking and rating by the Incharge nominated by DC/Authorised Representative, PLRS	Immediate corrective action to be taken to maintain the required rating
TOTAL		25		9		18		(-)25		
4. TECHNICAL SERVICES & SYSTEM UPTIME (70)										
4.1 Virus Protection		20								
Rating on enforcement of virus protection mechanisms installed on Desktops and Servers on an agreed scale of 1 to 10	10	20	N.A.		N.A.		<10	(-)20	Periodical and Random checking and rating by the Incharge nominated by DC/Authorised Representative, PLRS	Immediate corrective action to be taken to maintain the required rating

	Baseline		Lower performance		Higher performance		Breach		Measurement	Action on Breach
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Debit		
4.2 Data Protection		10								
Rating on enforcement of data protection mechanisms installed on Desktops and Servers on an agreed scale of 1 to 10	10	10	N.A.		N.A.		<10	(-)10	Periodical and Random checking and rating by the Incharge nominated by DC/Authorised Representative, PLRS	Immediate corrective action to be taken to maintain the required rating
4.3 Licensed Software		10								
Rating on enforcement of use of only licensed software on Desktops and Servers on an agreed scale of 1 to 10	10	10	N.A.		N.A.		<10	(-)10	Periodical and Random checking and rating by the Incharge nominated by DC/Authorised Representative, PLRS	Immediate corrective action to be taken to maintain the required rating
4.4 Disaster Recovery		20								
Time required to resume operations in case of any disaster	9	20	7-9	10	9-10	25	<7	(-)20	Periodical and Random checking and rating by the Incharge nominated by DC/Authorised Representative, PLRS.	Immediate corrective action to be taken to ensure

Service Metrics Parameters	Baseline		Lower performance		Higher performance		Breach		Measurement	Action on Breach
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Debit		
										that the operations are resumed within the required time period
4.5 Backup		10								
Timely Back-up of data (should be taken on a CD at the end of every day).	1 day	10	N.A.		N.A.		>1 days	(-)10	The back-up CD(s) should contain all the data processed till the end of the previous day.	Back-up of all the data digitised should be taken on a CD at the end of every day.
TOTAL		70		10		25		(-)70		

PLRS/District Administration will calculate total number of credit points under each category separately earned by the BOOT Operator end of each month and levy appropriate penalty if total number of credit points earned is less than the required baseline credit points.

Service Level Agreement Penalties

1. Services will be measured on an average of one month across the District, and penalty will be charged on the Fee:
 - i. 'DATA ENTRY & DIGITISATION': If total number of credit points scored is less than required total baseline score, PLRS has the right to demand a written clarification for non-performance from the Operator and Operator will be charged a proportionate penalty upto 10% of fee/payment due and in cases of greater performance lags a flat penalty of 20% of fee/payment due would be charged. The penalty amount would be deducted from the next month's fee/payment due to the BOOT Operator. Whenever, the penalty is levied to the BOOT Operator for failing to meet the required SLAs the payments for next consecutive 3 months would be withheld by PLRS and such amount would be returned to the BOOT Operator at the end of 3rd month only on the condition that it successfully meets the required SLAs for all the above-mentioned 3 months.
 - ii. 'SPECIFIC SERVICES': If total number of credit points scored is less than required total baseline score, PLRS has the right to demand a written clarification for non-performance from the Operator and Operator will be charged a proportionate penalty upto 10% of fee/payment due (transaction charges) and in cases of greater performance lags a flat penalty of 20% of fee/payment due (transaction charges) would be charged. The penalty amount would be deducted from the next month's fee/payment due (transaction charges) to the BOOT Operator. Whenever, the penalty is levied to the BOOT Operator for failing to meet the required SLAs the payments for next consecutive 3 months would be withheld by PLRS and such amount would be returned to the BOOT Operator at the end of 3rd month only on the condition that it successfully meets the required SLAs for all the above-mentioned 3 months.
 - iii. 'WATCHSTANDING SERVICES': If total number of credit points scored is less than required total baseline score, PLRS has the right to demand a written clarification for non-performance from the Operator and Operator will be charged a proportionate penalty upto 10% of fee/payment due and in cases of greater performance lags a flat

penalty of 20% of fee/payment due would be charged. The penalty amount would be deducted from the next month's fee/payment due to the BOOT Operator. Whenever, the penalty is levied to the BOOT Operator for failing to meet the required SLAs the payments for next consecutive 3 months would be withheld by PLRS and such amount would be returned to the BOOT Operator at the end of 3rd month only on the condition that it successfully meets the required SLAs for all the above-mentioned 3 months.

- iv. 'TECHNOLOGICAL, PERFORMANCE-RELATED': If total number of credit points scored is less than required total baseline score, PLRS has the right to demand a written clarification for non-performance from the Operator and Operator will be charged a proportionate penalty upto 10% of fee/payment due and in cases of greater performance lags a flat penalty of 20% of fee/payment due would be charged. The penalty amount would be deducted from the next month's fee/payment due to the BOOT Operator. Whenever, the penalty is levied to the BOOT Operator for failing to meet the required SLAs the payments for next consecutive 3 months would be withheld by PLRS and such amount would be returned to the BOOT Operator at the end of 3rd month only on the condition that it successfully meets the required SLAs for all the above-mentioned 3 months.

Apart of the penalty levied due to non-performance, if the operator fails to meet the requisite service levels the PLRS reserves the right to terminate the services of the operator apart from the other penal action as per the contract.

Note: Any delay on account of software application and revenue officials (not attributable to the tenderer) shall not be taken into account while computing adherence to service levels.

2 NON-DISCLOSURE AGREEMENT

This Non Disclosure Agreement ("Agreement") is effective from XXX day of month MMM year 2005 by and between Authorised Representative, PLRS on behalf of Punjab Land Record Society (PLRS), H.O Directorate of Land Records Punjab, Kapurthala Road, Jalandhar, Punjab, India having its principal place of operations at Office of Director Land Records, Jalandhar and the Operator having its principal office at

Purpose: This agreement is made in order for either party to receive from each other information regarding Products/Services, which both parties may wish to acquire from each other under the terms that will protect the confidential and proprietary nature of such information. By mutual consent and without further action, this Agreement shall become part of any and all Agreements or requests for such Products/Services, which Authorised Representative, PLRS and the Operator may discuss now or enter into in the future. For the purpose herein, any coincidental business information of third persons furnished or disclosed by one party to the other party shall be deemed Confidential Information and shall be subject to the terms and conditions herein.

Confidential Information: As and when herein, Confidential Information shall mean and include any and all confidential or proprietary business information furnished, in whatever form or medium, or disclosed verbally or otherwise by the parties to each other including, but not limited to, the services, marketing plans, financial data and personnel statistics, whether or not marked as confidential proprietary by the parties.

Use of Confidential Information: The parties agree to hold such confidential Information in strictest confidence and shall use it solely for the purpose of this Agreement unless otherwise authorized in writing by the other party. Except for a reasonable number of copies made for Internal use or use consistent with the purposes of this Agreement, the parties shall not copy such Confidential Information without prior written permission. The parties

shall not disclose such Confidential Information to anyone including but not limited to Representatives, Agents and subcontractors, hereinafter collectively known as ("Representatives") except those Representatives of the parties to whom disclosure is necessary for the purposes set forth in this Agreement. The parties shall appropriately notify each such Representative that the disclosure is made in confidence and must be kept in confidence in accordance with this Agreement. Each party shall not use such Confidential Information to copy or otherwise replicate a document/product of either party, including software, or parts thereof, or services unless authorized in writing. Also, in no event shall disclosure be made to a competitor of a party without prior written consent, from the consent party.

In the event such Confidential Information must be disclosed by either party to third persons for the purposes set forth herein, Authorised Representative, PLRS or _____ shall first obtain the other party's written permission to do so and till such time as no written consent or denial from the other party, allowing or denying such disclosure is obtained, the party seeking such consent or denial shall not proceed to disclose the same. Once the written consent by the consenting party has been given, the disclosing parties shall obtain from such third person a written agreement regarding confidentiality of the Confidential Information prior to disclosure.

Upon termination of this Agreement for any reason or upon request of either party, all Confidential Information, together with any copies of same as may be authorized in this Agreement shall be destroyed or returned to the requesting party. The requirements of use and confidentiality set forth shall survive after termination and after return of such Confidential Information.

Copy Confidential Information: The parties agree that copies of Confidential Information shall be made only in accordance with this Agreement, and each copy made shall contain and state the same confidential or proprietary notices or legends which appear on the original. Nothing in this Agreement shall be construed as granting any right or license under any copyrights, inventions or patents now or hereafter owned or controlled by either party.

No Further Obligations: Except for the obligations of use and confidentiality imposed herein upon the Operator and Authorised Representative, PLRS, each party acknowledges that no obligation of any kind is assumed by or implied against either party by virtue of any meeting or discussions regarding the purpose of this Agreement with respect to whatever information is exchanged.

Exceptions: The obligations imposed herein shall not apply to any information that:

1. Is already in possession of or independently developed by either party as evidenced by written record.
2. Becomes publicly available through no fault of either party
3. Is already held by either party on computer or other recording media; or
4. Is already publicly available.

Assignments: Neither this Agreement nor any rights hereunder shall be assignable or transferable, in whole or in part, by either party; the obligations contained in this Agreement shall survive after termination of this Agreement.

Amendments: Amendments or alternations of this Agreement shall be binding and enforceable only if made in writing and signed by authorized representatives of the parties hereto.

Governing Law & Jurisdiction: This Agreement shall be governed by and interpreted according to the laws of India and subject to the jurisdiction of courts in Jalandhar, Punjab.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign these Agreements as of the date first stated above.

For (Authorised Representative, PLRS)

For ()

Title: _____

Title: _____

Date: _____

Date: _____

3 MASTER SERVICES AGREEMENT

The objective of this section is to provide the draft Master Services Agreement to be signed between the Punjab Land Records Society, (PLRS) and the Successful Tenderer. The agreement is the draft and can be changed after discussion between the two parties before signing the agreement.

THIS AGREEMENT is made this _____ day of _____
2005

BETWEEN:

Authorised Representative, Punjab Land Records Society, Government of Punjab having its administrative office at Department of Land Records Punjab, Kapurthala Road, Jalandhar, Punjab, India hereinafter referred to as "Buyer" (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

[_____], a registered company under the Indian Companies Act, 1956 having a registered office at _____ and place of business at _____ (hereinafter referred to as "Operator").

WHEREAS

Authorised Representative, PLRS, with a view to leverage state-of-art technologies and streamline the Administration of Citizen Service Centers in district, to provide a responsive and effective administration for an efficient, speedy, simple and cost effective service to the public of Punjab. To achieve this objective, the administration has decided to computerise the Land Records Management and Property Registration Process at all the Citizen Service Centers across the state of Punjab. The initiative is named as "**Computerisation of Land Records Management and Property Registration Process**". ("the Project")

Bids were invited by Authorised Representative, PLRS, Punjab on behalf of Punjab Land Records Society (PLRS) to select agencies to provide services (manpower, hardware, software, infrastructure and management) on Build-Own-Operate-Transfer (BOOT) basis as a Fixed Cost Model to run the computerised Land Records and Registration services at all the Citizen Service Centres across the State of Punjab.

Authorised Representative, PLRS undertook selection of a suitable operator through competitive tendering for implementing the Project and in this behalf issued an Expression of Interest dated _____ followed by the Request for Proposal (RFP) dated _____ issued to the qualified tenderers;

The Authorised Representative, PLRS intends to grant to the Operator the right to undertake and implement the Project on the terms and conditions set forth below for a period of _____ from the date of start ("Term") to

- (a) Procure, Install, Operate, maintain the equipments, provide manpower services and manage the services and the Project; and
- (b) at the end of the Term transfer backs all the Assets and exclusive facilities;

The Operator in pursuance of its bid undertakes to implement the Project during the Term. As part of the acceptance, the Operator shall furnish the Performance Guarantee as defined in this Agreement;

NOW THERE FORE, IN VIEW OF THE MUTUAL PROMISES AND CONSIDERATION SET OUT HEREIN, the Authorised Representative, PLRS on behalf of Punjab Land Records Society, Punjab and the Operator have agreed to enter into this Master Services Agreement ("MSA") to govern the way in which the

Operator will build and manage the facilities and deliver the services specified under this Agreement and the Service Level Agreement ("SLA") in accordance with roles and responsibilities of the Authorised Representative, PLRS and its nominated agencies and the Operator as set forth in the RFP:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

3.1 Project Processes

3.1.1 Data Entry

1. The selected tenderer shall do the data entry for all the registers as listed below:
 - (i) Shajra Nasb (Pedigree table) – The Shajra Nasab from the last Jamabandi of the respective village is to be entered.
 - (ii) Jamabandi – The latest Jamabandi of the village has to be entered.
 - (iii) Mutation – The data entry for mutation register for the existing period. i.e. all mutations carried out from previous Jamabandi and which are appearing in the remarks columns are required to be entered. Accordingly, each village may have mutation records from one year to five year based on the Daur for the respective village.
 - (iv) Roznamcha Waqiyati – The scope for data entry would include all entries which are relevant and required to be recorded in the remarks column of the Jamabandi.
 - (v) Khasra Girdawari – The Girdawari entries are to be entered for all seasons for Jamabandi period. The entries for number of seasons that are required to be entered will vary from one season to ten seasons depending on the daur of Jamabandi. As it is envisaged that the first six columns of the Girdawari would be available from the Jamabandi entry, the data entry requirement will be limited to the crop, the cultivator and means of irrigation. It is also observed that usually there is only approximate 20% change in the data for subsequent seasons with rest of the data remaining same.
 - (vi) Field Book – To enter the field book which gives details of dimensions of each Khasra of the village.

- (vii) Cadastral Maps / Musavis – To digitize the cadastral maps per village. A scanner of appropriate size and configuration may be required for the process of digitizing musavis.
2. The payment fee of data entry is inclusive of all the data entry, print outs and three level validations viz by the selected tenderer, revenue department and public authentication.
 3. The digitized data should be validated by the selected tenderer by hiring of suitable personnel preferably the retired Patwaris or Kanungos in the first stage. The tenderer should bring to the notice of the concerned CRO about the wrong entries in the manual records.
 4. The selected tenderer will ensure atleast 98% accuracy at record level as per the manual records before handing over first printouts for second level authentication by Revenue Department. The Patwaris will check a sample of records to determine the level of accuracy of records being submitted by selected tenderer.
 5. The procedure for subsequent validation of the data shall be as under:
 - (i) The second authentication of data shall be done by the concerned Patwari (100% checking), then by the concerned Kanungo (100% checking), and finally by the concerned CRO (25% checking).
 - (ii) After the checking by the revenue department, a copy of the documents shall be used for giving nakals to the citizens for public validations and checking. After this process and incorporation of changes by the tenderer, last verification of the corrected records would again be done by Patwari (100% checking), then by the concerned Kanungo (100% checking), and finally by the concerned CRO (25% checking). The final cleaned data on a Compact Disk (CD) shall be handed over to the respective Deputy Commissioner. The same is to be loaded in the tehsil server. A copy of the clean records shall be printed and shall be handed over to appropriate authority for submission to the District Record Room.

6. The selected tenderer will ensure 100% accuracy at the time of final printouts as per the document verified by revenue department and public scrutiny.
7. Musavis have to be digitized at a central location as specified by PLRS. The digitization (drafting) of Musavis should be done using any standard cad software (ex. Autocad) on the 1:1 scale. The cadastral map should be digitized in different layers like Road, Abadi, Khasra, Well, Water bodies, Railway line etc with proper colors for special features and a topology should be created. The file should then be converted to a shape file to make it workable with the PLRS Application Database. The digitisation of Musavis should be in line with data entry plan wherein both, should be completed at the time of go-live. The first verification of digitized Musavi should be done by comparing with existing manual Musavi. The Musavis should then be updated by incorporating Tatima Shajras and the updated Musavi should be as per the Khasra number in Jamabandi. The second verification should be done by cross checking with respective field book.
8. The selected tenderer will be responsible for ensuring security and back up of the data during the data entry process until the data is handed over to the respective Deputy Commissioner (Kanungo-wise).
9. Deputy Commissioner shall provide for availability of Patwaris / Kanungos along with documents to the selected tenderer without any delay. Concerned Patwaris / Kanungos will be responsible for ensuring security of their documents during the entire data entry process completion.
10. The computerized data on CDs and one hard copy (binded suitably) shall be the final deliverable, along with intermediate copies of print outs used for validation purposes. Authorised revenue authority will be responsible for acceptance of all deliverables.

3.1.1.1 Responsibilities

A. District Administration

1. Data of all the manual records shall be provided by the District Administration.
2. For data entry purpose District Administration/PLRS will provide data entry module of the PLRS Application, manual records and will provide space (premises) with appropriate ventilation, normal electricity connection and lighting. All the other requisite resources and running expenses for data entry including, but, not limited to manpower, hardware, software licenses shall be arranged by the tenderer at its own cost.
3. The Revenue authorities as provided in the rules of the PLRS will do all the necessary data validation and checking for the final acceptance of the deliverables in stipulated time, and must meet weekly/ fortnightly basis.
4. The necessary software shall be provided by the district administration.
5. The existing manual records/ data which have to be computerized (input data) should be provided to the selected tenderer at the data entry premises on a regular basis, as per schedule. Proper handing over and taking over registers shall be maintained at the premises of data entry. All the records shall be provided Kanungo-wise.
6. Concerned patwaris shall be available during the data entry for any help or assistance, whenever required or requested by the vendor.
7. At the time of verification of the computerized data, the deputed revenue officers shall verify the records/data and submit the same in the stipulated time. The documents after verification by the Patwari (100%), Kanungo (100%) and the CRO (25%) shall be returned to return to the selected tenderer by the district administration within 3 weeks from the date of handing over of the data.
8. The district administration shall be responsible for the public validation of the data. The data shall be returned to the selected tenderer within 2 weeks of handing over of the data.
9. The working hours for data entry shall be mutually decided between respective Deputy Commissioner and the selected tenderer.

10. The final validated data provided to the district administration shall be accepted and will be made live within three weeks of the submission.

11. In case, there are delays in completing the data entry of a Kanungo due to:

- a. All records of the Kanungo not made available to the selected tenderer.
- b. Delay in validation by the concerned Patwari (100% checking), then by the concerned Kanungo (100% checking), and finally by the concerned CRO (25% checking).
- c. Delay in public validations
- d. Non availability of the concerned Patwari and Kanungos as per the request of the vendor
- e. Errors due to application software provided by PLRS
- f. Legal issues related to any of the records
- g. Any other reasons not accountable to the selected tenderer

The selected tenderer shall bill for the work completed and the Deputy Commissioner Office shall make payment on pro-rata basis within 30 days of receipt of bill.

12. In case there is a delay in loading the server beyond three weeks, the selected tenderer shall bill for the balance amount and the payment shall be made by the Deputy Commissioner office within 30 days of receipt of bill.

B. Selected Tenderer

1. The Data Entry Operators should be trained on the application software.
2. The Data entry has to be completed in mutually agreed time frame drawn out between the selected tenderer and respective Deputy Commissioner.
3. The hardware for the data entry process including the servers, desktop machines, UPS, Printers etc. involved will be the sole responsibility of

the selected tenderer including the operating system. The selected tenderer will be responsible for the LAN connectivity in the premises to be used for the Data Entry. The selected tenderer will also be responsible for the required software. Punjab Government shall not be responsible for any infrastructure creation.

4. The selected tenderer shall be responsible for insurance of its equipment / infrastructure.
5. All amenities and refreshments, if any for operators have to be provided by the selected tenderer.
6. The furniture required for the data entry process will be the sole responsibility of the selected tenderer.
7. Any generator and its consumables etc. to be used during the data entry process for non-interruption of data entry operations. The electricity charges shall be borne by the selected tenderer. Separate sub-meter shall be arranged by the selected tenderer. Punjab Govt. shall arrange additional power load, if required.
8. Any third party verification by hiring retired Revenue officials will be hired by the selected tenderer.
9. The selected tenderer shall be responsible for taking backups of all the data, which is computerized, on a regular basis.
10. The selected tenderer shall provide 1st print out for the validation / checking by the Patwari/ Kanungo / CRO. The 2nd print shall be provided for public validation and the 3rd print for submission of final records. The stationary, ink and other consumables shall be provided by the selected tenderer at its own expense. The final deliverable of CD and printout of all registers shall also be the responsibility of the selected tenderer.
11. Any additional print outs demanded by District Administration shall be provided by the selected tenderer at an additional cost. However, in case, additional print out is required because of reasons attributable to the selected tenderer, no additional charges shall be payable.

12. In case there are more than 3 sheets of print outs per khewat, PLRS will pay/ provide for the extra stationery.
13. In case, there are delays in completing the data entry by the selected tenderer due to any reason, there shall be penalty as per the agreed Service Level Agreement (SLA). Decision of the respective Deputy Commissioner shall be final and binding on the selected tenderer.
14. In case, the selected tenderer fails to maintain the defined accuracy level, there shall be penalty as per the agreed SLA.
15. The selected tenderer shall report any deficiency on the part of Punjab Govt to the respective Deputy Commissioner at appropriate time to avoid delay in execution of project.
16. Data created shall be the property of Punjab Govt and the selected tenderer will not use / share / transfer / give access to this data with any other agency / Government / Company / Individual / entity.
17. No language translation support shall be provided by Punjab Govt.

Note: "Review Committee" means the committee, which would inspect and certify the final deliverables after the submission of the same by the selected tenderer as per the decided timelines by the parties. The Review Committee shall comprise of the representatives of Govt. of Punjab to be constituted by the respective Deputy Commissioners. It would include minimum of one representatives of the selected tenderer.

3.1.1.2 Progress/ Supervision/ Review/ Monitoring

- a. The district administration shall hold periodic review of the project and shall have the powers to supervise and take appropriate decisions in the Project in all forms. The selected tenderer shall submit periodic reports, as may be mutually decided.
- b. Respective Deputy Commissioners / Sub-Divisional Magistrate shall monitor the progress of the project on day to day basis and the selected tenderer shall have to work under their supervision, guidance and direction and in doing so the respective authority shall have all the

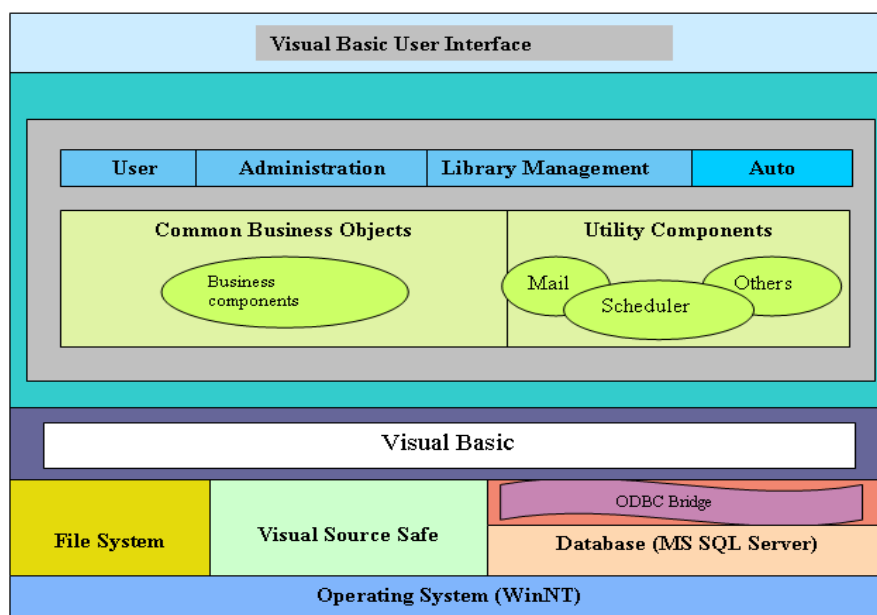
powers to direct, supervise and communicate with respect to project implementation and execution.

Data Entry screens and other features are detailed in [Annexure 7](#).

3.1.2 PLRS Software for Land Records System

SYSTEM ARCHITECTURE

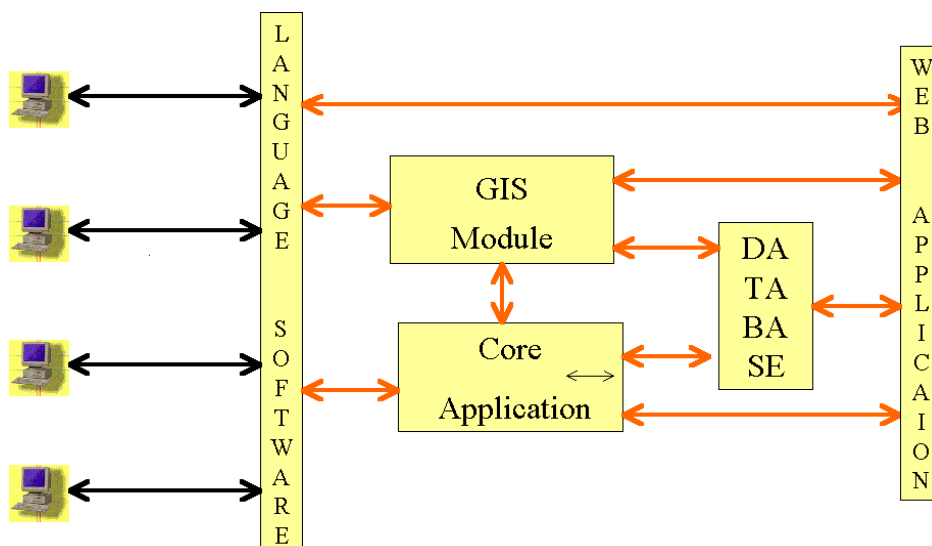
The System Architecture of PLRS Application is shown below:



The system architecture is designed to achieve:

- Scalability:** Ability of the software to handle complete load of land records for the entire state.
- Flexibility:** Ability of the software to be integrated with different software, such as PRISM (Registration software) or any other single window e-governance concepts in the future.
- Web-readiness:** Provision for records including maps to be published on web.

The linking of major components of PLRS Software is show below:



The system architecture is detailed below:

- (i) **Operating System** - The system uses Windows 2000 Server and MS SQL Server 2000 at the backend and Windows 2000 clients with IE 5.0 at the front end.
- (ii) **Application Software** - The PLRS software integrates the core application software with cadastral maps. The application is web enabled with Punjabi and English (Optional) interfaces. The different components of the application are shown below:

VB	Java Swing	Front End
Java 2 Enterprise Edition		Business Logic
Microsoft SQL Server		Database

Three-tier architecture

for the application is shown in the above figure. The database is MS SQL Server 2000 and the application is developed in J2EE and Visual Basic, Java Servlets. The application software has the following capabilities:

- a. Data Capture
- b. Data Processing

- c. GIS Related
 - d. Web Related
 - e. Interface Language
 - f. Reports
 - g. Other Requirements
- (iii) **Database Software** - The database required is MS SQL Server 2000 and respective client licenses.
- (iv) **Web Server** - The software uses Apache web server which is free of cost.
- (v) **Security** - The software has the best possible security features. The application has two environments from security point of view: the LAN environment in the Tehsil, and the web environment. In the LAN environment, broadly three types of security mechanisms:
- a) Bio-metrics based access
 - b) Access Control List based access
 - c) Database level security
- For the web environment, the security mechanisms are:
- a) Firewall to prevent access to unauthorized personnel
 - b) Encryption of all data that is being transmitted over the networks
 - c) Read only data on the web server

Data Entry Module

This module is used to perform data entry of following registers:

1. Jamabandi
2. Mutation
3. Khasra Girdawari
4. Field Book
5. Roznamcha Waqiati

The data entry module uses Inscript Punjabi Keyboard. To help the user, online help and a virtual keyboard are also provided.

Features of Punjabi Language ActiveX Control

- (i) This is a one-window component. As the user types, the results are displayed in the same window.

- (ii) This component uses the English Keyboard to type in Punjabi in Inscript Keyboard
- (iii) A virtual keyboard is displayed on the screen so that the user need not remember the character mapping.
- (iv) Help for each *character or matra* is available on the screen, helping the user in composing the message.
- (v) The component maintains a database of commonly used English words as well as language words. This feature increases the user's composing speed as well as reducing errors.
- (vi) English and any one other language can be used simultaneously.
- (vii) Words are edited according to their Phonetic English spellings.

Transliteration Features

Some of the major features worth highlighting are:

- (i) To write a word ending with "aa" matra, adding a single "a" with space, adds the matra. For instance to spell **kya**, instead of typing kyaa, one can merely type "kya ".
- (ii) Reverse logic is reverse transliteration from lingual to roman is also possible via the component.
- (iii) User can define Custom shortcuts or equivalentents that will overcome the regular word list or the regular phonetic logic. This is very useful with commonly used words. For instance, by typing DC, we can tweak the component to display the Hindi equivalent of *deptee kamishnar*.
- (iv) Every key on the keyboard is mapped to specific lingual character.

Thus the phonetic nature of Indian languages makes them easily adaptable to another input method namely that of spelling the words phonetically in Roman English and then transliterating the matter into the chosen Indian language. This can be made use of in allowing the user to communicate in his own mother tongue by using the Standard English keyboard.

Storage & Sorting Features - The language component can perform all the database operations – storage, sorting, inserting or retrieving for any kind of lingual, roman, ISCII or Unicode text.

Searching - Being based on the fixed character code, the language component allows efficient sorting, searching, display and editing of text. The

component is efficient enough to search any kind of text input, be it Roman, ISCII, Unicode or Lingual in to the database where again any of the said types are stored as desired. Hence it can perform all the database operations for any kind of text desired.

PLRS Software developed to be used for Data Entry cum Citizen Service Center Operations has following **salient features** built into it:

1. The Land Record System is a very delicate system as any error in computerized data may result in increase in disputes and litigation and will defeat the very purpose of the Land Records Computerisation. Keeping this in mind, extra care has been taken in providing **extensive validation** checks during data entry, online as well as offline.
2. The Software prepared is totally **multi-user** in its functioning. That is, it is possible to ensure entry of data by various operators simultaneously. However, it is advised that only one operator should perform data entry of one register of a village at a time.
3. **Multi-Level security** has been incorporated by providing authorized access and protection at three levels. At level one, the system security features have been used. At second level, security features of the DBMS have been used. At final level, Land Records Computerisation Software ensures the authorization to use the Software to only authorized users by giving operators unique codes and secret passwords to operate.
4. The package is completely **menu-driven and user-friendly**. The user is reminded with suitable messages for a particular parameter for which he/she is going to feed the data. It is very easy for the user to make out the stage of data entry, and what previous information he/she has fed already.
5. Instead of entering the text as such, **extensive codifications have** been used at all levels and wherever the help is required on codes, it can be had by pressing only one key. This reduces errors, improves data entry speed and enables various types of queries and reports not otherwise possible.
6. Screen reports have been provided to give the user another facility for **validating data online**. Viewing on screen and then making the changes

saves a lot of time involved in the correction process. Printing of checklist and wastage of stationery is also avoided in this way.

The PLRS Software application constitute of the following major modules:

1. **Administration Module:** Initiates software by entering villages, officials etc. It has options for setting permissions, and scope for housekeeping tasks – reindexing, archival.
2. **Data Entry Module:** Used for data entry of latest Jamabandi and other records to bring the system up to date or 'online'.
3. **Mutation Module:** For entering various types of mutations.
4. **Khasra Girdawari:** Updates the Girdawari (incorporating changes due to mutations); preparation of the bi-annual Girdawaris; Processing – Jinswar, Lal Kithab etc.
5. **Jamabandi:** Generates New Jamabandi based on old Jamabandi and subsequent mutations automatically.
6. **Reports:** Generates Nakal (of Jamabandi, Mutation Register, Girdawari etc.); Monthly Reports etc.
7. **Citizen Interface:** Web-enabled maps; Click on khasra to see details; Web site; FAQs; Check pending mutations; File objections; Apply for Mutations etc.

More detail on PLRS Software Application is given in RFP Volume 1, [Annexure 7](#).

3.1.3 PRISM Software for Registration System

Property Registration Information System Module (PRISM) is an automated application developed by National Informatics Center (NIC) for the State of Punjab. PRISM facilitates the process of registration at an enhanced speed and efficiency at the Sub Registrar Offices, across the state. The application is built with strong focus on ease of usage, simplicity and sound security & controls. A replicable and scalable application suite, the software:

- covers the registration process for different documents for registration
- integrates registration, valuation, scan and archives modules
- generates appropriate reports

- introduces service level integrators for return of original documents within a specified time frame
- incorporates reengineered processes
- introduces enhanced security by inclusion of biometrics introduces enhanced methods by inclusion of digital photograph

The functionalities of the application are in consonance with the objectives of the system. The main objectives of using and implementing PRISM is to introduce greater transparency, to ascertain accurate valuation of property, to speed up the process of registration and to introduce improved methods of storage for registered documents. Last but not the least; it aims at reducing citizen's harassment during registration and increasing faith and trust in the system.

PRISM has provided innovative approach to computerize the routine activities performed by the Deed Writers to demystify the entire gamut of activities. The module is called Deed Writer Module and can be used by the Deed Writers through the dedicated terminals provided at each SRO to enable the Deed Writer to fill in the party and property specific details by choosing the relevant deed-template from the available formats of registering various types of documents / deeds to simplify the process. The deed writers can be provided with User IDs and Passwords for ensuring Access Controls.

PRISM has incorporated certain improvements over and above the computerization of the registration process workflow. Specifically, it has focused on reducing impersonation in the process, reducing errors in data entry and improving the user experience in the SRO.

In PRISM, photographs of concerned parties and witnesses are captured on spot in person and endorsements along with photographs are printed on the deed. The photographs so captured are stored in database in secured manner. This avoids frauds related to impersonation/change of photographs for the government and also citizens are benefited as they do not have to carry the photographs. The endorsements are computerized and carry all the details.

The valuation of the property is done on the spot with PRISM by dividing the whole jurisdiction into various segments having government defined different rates thus plugging the revenue leakage. PRISM maintains database of market value of segments of habitations depending on type/sub-type of properties both urban as well as rural.

To avoid any mistakes checklist is generated before finalizing the deed to cross-verify the details. All the activities including acceptance of cash, issue of cash receipt with details are performed on single counter to provide convenience of delivery of services. Computation of stamp duty, registration fee/fines etc is done through computer which avoids mistakes and also provide convenience to the registration staff to carry out work in an efficient manner. The departmental internal reports and index registers can be generated from PRISM.

Other salient features of the PRISM include user interface in local language i.e. Punjab and English; facility for predefined checks for supporting documents to ensure rejection of incomplete documents on presentation; Scanning and archiving of registered documents; automated valuation of property. Security of the system is given paramount importance in this application. Provision for auto checks for the availability of requisite hardware components on system startup; application level user-id and password is mandatory for the usage; changes are not permitted in data after completion of registration; biometrics is used for better identification and security; transaction audit trails logging date and time of access is inbuilt in the application. Application also provides facility for incorporation of need based user privileges. Also the scanned images are encrypted and stored in read-only form. Feature of time synchronization between scanning and registration PCs via database clock to prevent the misuse of system time that can be manipulated by the user.

3.1.4 Proposed Processes

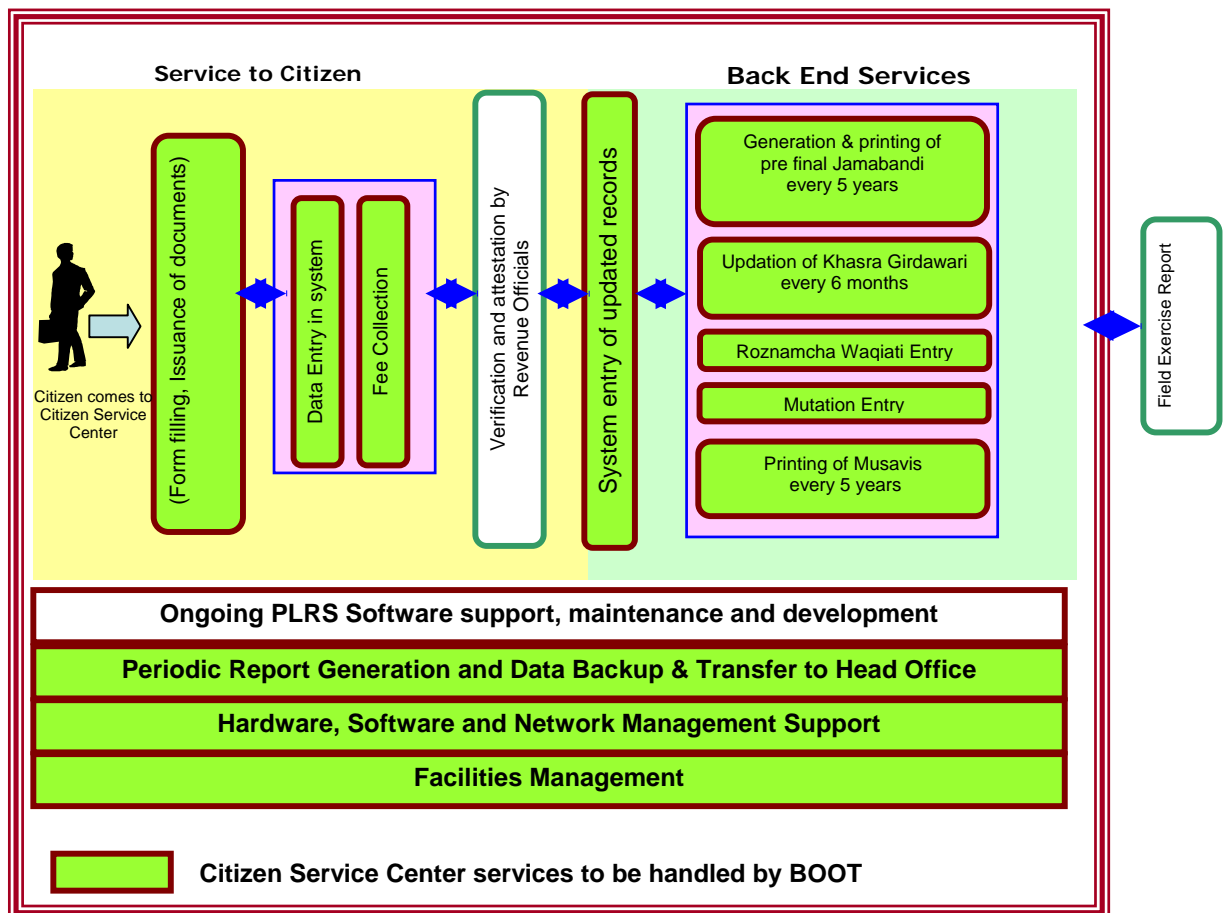
Tehsil/Sub-Tehsil offices handle the bulk of the citizen facing functions related to Land Records management and Registration System. The service categorization can be broadly divided into two major areas:

1. Services that are rendered to citizens
2. Services that are performed within Department that support the service delivery function to the citizens

Tehsil/Sub-Tehsil office provides a variety of services to its stakeholders. The high level services along the above classification are listed hereunder. The high level services along the above classification are listed hereunder.

Land Records Management System Process:

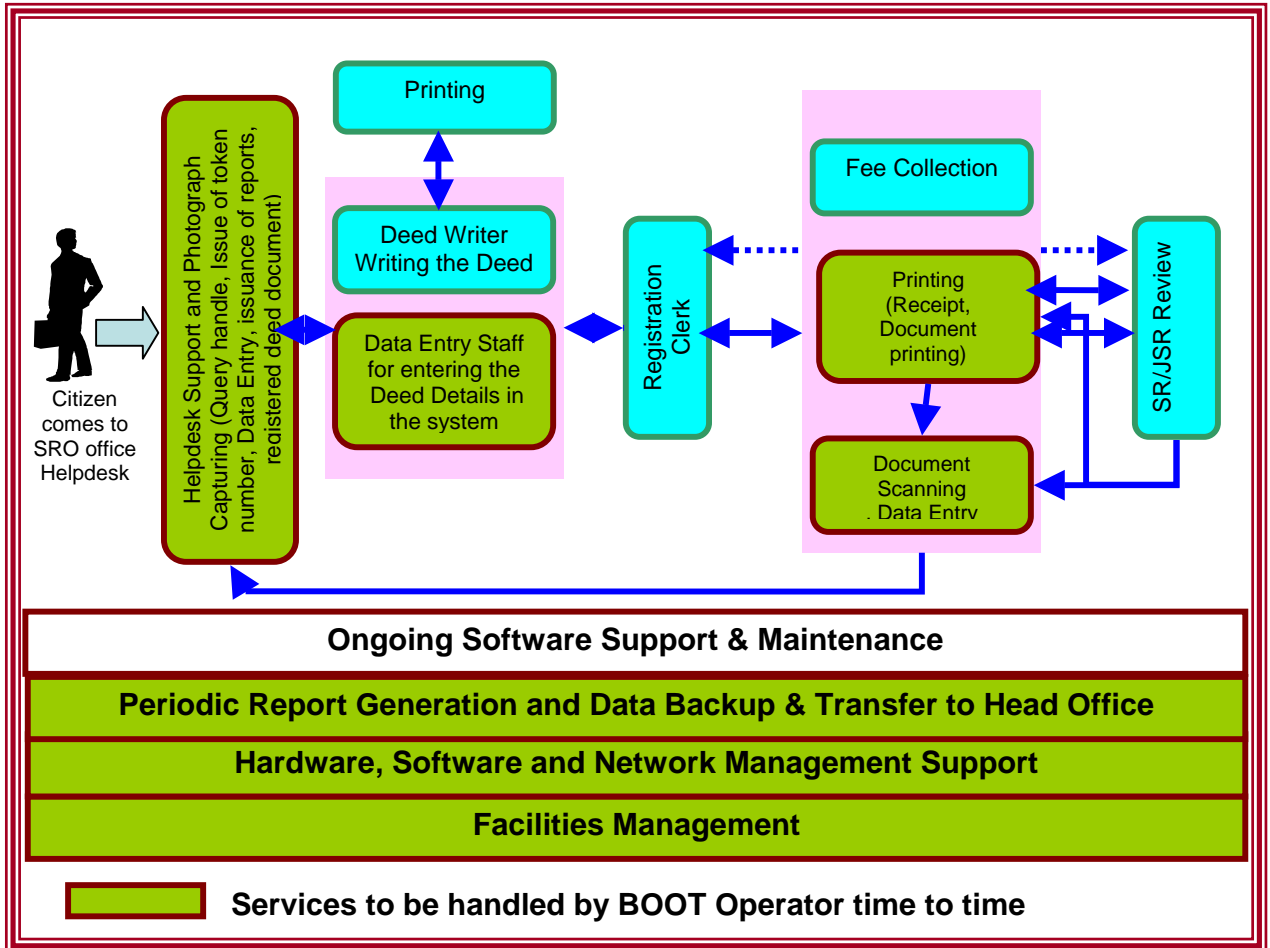
The following describes a brief outline of the operations envisaged in the land records office:



The detailed process flow of the activities involved in each of the services is detailed in RFP Volume 1, Annexure 8.

Registration System Process:

The following describes a brief outline of the operations envisaged in the registration offices:



The detailed process flow of the activities involved in each of the services is detailed in RFP Volume, Annexure 8.

NOTE: The software applications and processes for Land Records and Registration may be updated/modified/changed by the State/PLRS at its own discretion before the commencement of the contract or during the project contract period.

3.2 Scope of Work

The scope of work for this project is as follows:

- 1) Data Entry and Digitisation of Land Records
- 2) Establishment of Infrastructure for Citizen Service Centres
- 3) Procurement of IT hardware on upfront payment basis for Citizen Service Centres.
- 4) Provision of Services at Citizen Service Centres at 153 locations in across the state:
 - a) O&M for provision of Registration Services
 - b) O&M for provision of Land Records Services
- 5) Operationalisation of State Data Centre (At option of PLRS)

The implementation unit chosen for establishing Citizen Service Centers is at Tehsil and Sub-Tehsil level. Each centre at tehsil / sub-tehsil shall function as an independent unit. The data at all the centers at tehsil / sub-tehsil shall be consolidated at State Data Center as and when it is established for various purposes like Disaster Recovery, MIS reports etc. PLRS has selected two software applications to be used for statewide computerisation of the Registration System and Land Records Management System. Application to be used for Land Records Management is developed by PLRS and the application to be used for Registration is developed by National Informatics Center (NIC).

The detailed scope of work is as follows:

1. Data Entry and Digitisation of Land Records

Data entry shall be started in all districts in each division simultaneously. Within each district, data entry of tehsils and sub-tehsils is to be performed in a serial order i.e., completion of data entry of 1 tehsil / sub-tehsil will lead to start of data entry of next tehsil / sub-tehsil. Data entry

at two locations simultaneously may be undertaken in the districts where district administration is able to provide additional space etc.

The successful agency (vendor) would be required to carry out the data entry for the following records:

- (i) Shajra Nasb (Pedigree table) – The Shajra Nasab from the last Jamabandi of the respective village is to be entered.
- (ii) Jamabandi – The latest Jamabandi of the village has to be entered.
- (iii) Mutation – The data entry for mutation register for the existing period. i.e. all mutations carried out from previous Jamabandi and which are appearing in the remarks columns are required to be entered. Accordingly, each village may have mutation records from one year to five year based on the Daur for the respective village.
- (iv) Roznamcha Waqiyati – The scope for data entry would include all entries which are relevant and required to be recorded in the remarks column of the Jamabandi.
- (v) Khasra Girdawari – The Girdawari entries are to be entered for all seasons for Jamabandi period. The entries for number of seasons that are required to be entered will vary from one season to ten seasons depending on the daur of Jamabandi. As it is envisaged that the first six columns of the Girdawari would be available from the Jamabandi entry, the data entry requirement will be limited to the crop, the cultivator and means of irrigation. It is also observed that usually there is only 20% change in the data for subsequent seasons with rest of the data remaining same.
- (vi) Field Book – To enter the field book which gives details of dimensions of each Khasra of the village.
- (vii) Cadastral Maps / Musavis – To digitize the cadastral maps per village. A scanner of appropriate size and configuration may be required for the process of digitizing musavis.

The detailed data entry and validation process is defined in section 2.1.4. The scope of work for data entry will be inclusive of the first time data entry and all the subsequent copies after error corrections/validation from the Patwari, Kanungo and the CRO.

The vendor would be responsible to provide all necessary consumables including stationary for print outs for verification. For data entry purpose District Administration/PLRS will provide data entry module of the PLRS Application, manual records and will provide space (premises) with appropriate ventilation, normal electricity connection and lighting. All the other requisite resources and running expenses for data entry including, but, not limited to manpower, hardware, software licenses shall be arranged by the tenderer at its own cost. The successful agency would require arranging for back-up power including generator to avoid work disruptions due to power shortage. The vendor would require porting the verified data into the Tehsil Server and a copy of the data on a CD should be sent to DLR office.

It is preferable that the Data Entry Operators have knowledge of complete Revenue System of Punjab and understand all the government notations involved in the process.

The Hardware for the data entry involved will be the sole responsibility of the vendor including any additional/special Software for Data Entry purpose which will be borne by the vendor at its own licensing cost. All software licenses for the purpose of data entry are to be arranged by the vendor. The vendor will be responsible for the LAN connectivity in the premises of the Data Entry.

The successful agency is expected to prepare a data entry plan prior to commencement of this job and get it approved from the respective district administration. The district administration / PLRS reserve the right to formulate the plan and the same shall be implemented by the successful agency. It is expected that the successful agency would carry out data

entry in such a manner that every Tehsil which is taken for data entry is completed on average within six months from commencement.

The successful agency would require arranging minimum of 60 data entry operators per district to carry out data entry for twelve to sixteen hours a day for speedy completion. The successful agency might be required to undertake data entry simultaneously at more than one location in bigger districts as desired by PLRS.

PLRS reserves its right to offer data entry for the entire state to a single vendor or to separate vendors for each division.

Punjab Land Records Society / Deputy Commissioner shall provide data entry module of application software and appropriate training on the Application Software along with revenue related training, which will be used during the data entry process to vendor's data entry / operations staff. The training shall be imparted only one time. Vendor shall further train it's staff at it's own level.

Please refer [Annexure 5A](#) for Tehsil-wise information on Record volumes.

The tentative data entry tehsil/sub-tehsil wise schedule is as follows:

Tentative Tehsil/Sub-tehsil wise Data Entry Plan				
Category	Year 1	Year 2	Year 3	Total (Class-wise)
Super A		1	3	4
A	1	5	2	8
B	15	21	1	37
C	44	7		51
D	53			53
TOTAL	113	34	6	153

S.No	District	Tehsil/Sub-tehsil	No. of calendar days required to complete Data Entry & Digitisation
1.	Jalandhar	Kartarpur	118
2.	Jalandhar	Bhogpur	170
3.	Jalandhar	Adampur	191
4.	Jalandhar	Goraya	224
5.	Jalandhar	Phillaur	267
6.	Jalandhar	Noormehal	332
7.	Jalandhar	Shahkot	420
8.	Jalandhar	Jalandhar-2	467
9.	Jalandhar	Nakodar	540
10.	Jalandhar	Jalandhar-1	670

S.No	District	Tehsil/Sub-tehsil	No. of calendar days required to complete Data Entry & Digitisation
11.	Gurdaspur	Bamial	14
12.	Gurdaspur	Narot Jaimal Singh	39
13.	Gurdaspur	Dhar Kalan	73
14.	Gurdaspur	F.Garh Churrian	97
15.	Gurdaspur	Nushera Maza Singh	108
16.	Gurdaspur	Kalanaur	132
17.	Gurdaspur	Dhariwal	152
18.	Gurdaspur	Qadian	183
19.	Gurdaspur	Dinanagar	210
20.	Gurdaspur	Dera Baba Nanak	223
21.	Gurdaspur	Kahnuwan	240
22.	Gurdaspur	Sri Hargobinpur	287
23.	Gurdaspur	Batala	321
24.	Gurdaspur	Gurdaspur	388
25.	Gurdaspur	Pathankot	568
26.	Nawanshahr	Balachaur	325
27.	Nawanshahr	Banga	352
28.	Nawanshahr	Nawanshahr	495
29.	Amritsar	Goindwal Sahib	59
30.	Amritsar	Ramdass	79
31.	Amritsar	Attari	89
32.	Amritsar	Chohla Sahib	109
33.	Amritsar	Khadur Sahib	128
34.	Amritsar	Khem Karan	161
35.	Amritsar	Tarsikka	174
36.	Amritsar	Chabhal Kalan	184
37.	Amritsar	Majitha	206
38.	Amritsar	Lopoke	245
39.	Amritsar	Bhikhiwind	261
40.	Amritsar	Tarn Taran	333
41.	Amritsar	Patti	366
42.	Amritsar	Baba Bakala	456
43.	Amritsar	Ajnala	548
44.	Amritsar	Amritsar-11	795
45.	Amritsar	Amritsar-1	929
46.	Kapurthala	Dhilwan	125
47.	Kapurthala	Bholath	207

S.No	District	Tehsil/Sub-tehsil	No. of calendar days required to complete Data Entry & Digitisation
48.	Kapurthala	Sultanpur Iodhi	291
49.	Kapurthala	Phagwara	361
50.	Kapurthala	Kapurthala	423
51.	Hoshiarpur	Garhdiwala	143
52.	Hoshiarpur	Bhunga	174
53.	Hoshiarpur	Mahilpur	257
54.	Hoshiarpur	Talwara	271
55.	Hoshiarpur	Mukerian	290
56.	Hoshiarpur	Dasuya	324
57.	Hoshiarpur	Tanda	381
58.	Hoshiarpur	Garshankar	482
59.	Hoshiarpur	Hoshiarpur	837
60.	Patiala	Bhdson	89
61.	Patiala	Dhudhan Sadhan	129
62.	Patiala	Ghanaur	158
63.	Patiala	Patran	267
64.	Patiala	Nabha	325
65.	Patiala	Samana	412
66.	Patiala	Dera Bassi	573
67.	Patiala	Rajpura	610
68.	Patiala	Patiala	1043
69.	Ludhiana	Koom Kalan	115
70.	Ludhiana	Machhiwara	132
71.	Ludhiana	Maloud	158
72.	Ludhiana	SidhwanBet	179
73.	Ludhiana	Mullanpur Dakha	203
74.	Ludhiana	Dehlon	236
75.	Ludhiana	Payal	290
76.	Ludhiana	Khanna	336
77.	Ludhiana	Samrala	367
78.	Ludhiana	Ludhiana (E)	474
79.	Ludhiana	Raikot	508
80.	Ludhiana	Jagraon	694
81.	Ludhiana	Ludhiana(W)	1091
82.	Sangrur	Khanauri	42
83.	Sangrur	Amargarh	63
84.	Sangrur	Longowal	84
85.	Sangrur	Lehragaga	131
86.	Sangrur	Moonak	145
87.	Sangrur	Bhadaur	162
88.	Sangrur	Sherpur	177
89.	Sangrur	Dhanaula	186
90.	Sangrur	Bhawanigarh	199
91.	Sangrur	Dirba	216

S.No	District	Tehsil/Sub-tehsil	No. of calendar days required to complete Data Entry & Digitisation
92.	Sangrur	Ahmedgarh	230
93.	Sangrur	Tapa	264
94.	Sangrur	Dhuri	322
95.	Sangrur	Sangrur	388
96.	Sangrur	Malerkotla	439
97.	Sangrur	Sunam	482
98.	Sangrur	Barnala	629
99.	Fatehgarh Sahib	Gobindgarh	92
100.	Fatehgarh Sahib	Amloh	141
101.	Fatehgarh Sahib	Bassi Pathana	169
102.	Fatehgarh Sahib	Khamano	226
103.	Fatehgarh Sahib	Fatehgarh Sahib	282
104.	Ropar	Anandpur Sahib	115
105.	Ropar	Morinda	150
106.	Ropar	Mohali	197
107.	Ropar	Nangal	214
108.	Ropar	Chamkaur Sahib	230
109.	Ropar	Majri	264
110.	Ropar	NurpurBedi	277
111.	Ropar	Ropar	320
112.	Ropar	Kharar	369
113.	Ferozepur	Sittogunno	54
114.	Ferozepur	Makhu	111
115.	Ferozepur	Khuian Sarvar	127
116.	Ferozepur	Talwandi Bhai	149
117.	Ferozepur	Mamdot	191
118.	Ferozepur	Guru Har Sahay	252
119.	Ferozepur	Arniwala Shekh Subhan	317
120.	Ferozepur	Jalalabad	418
121.	Ferozepur	Zira	451
122.	Ferozepur	Abohar	501
123.	Ferozepur	Fazilka	527
124.	Ferozepur	Ferozepur	657
125.	Moga	Badhni Kalan	76
126.	Moga	NihalSingh Wala	213
127.	Moga	Baghapurana	330
128.	Moga	Dharmkot	501
129.	Moga	Moga	593

S.No	District	Tehsil/Sub-tehsil	No. of calendar days required to complete Data Entry & Digitisation
130.	Mukatsar	Lakhewali	67
131.	Mukatsar	Bariwala	101
132.	Mukatsar	Doda	115
133.	Mukatsar	Mukatsar	274
134.	Mukatsar	Gidderbaha	308
135.	Mukatsar	Lambi	656
136.	Mukatsar	Malout	767
137.	Faridkot	Sadiq	56
138.	Faridkot	Jaitu	152
139.	Faridkot	Kotkapura	189
140.	Faridkot	Faridkot	277
141.	Mansa	Jhunir	57
142.	Mansa	Bhikhi	82
143.	Mansa	Breta	100
144.	Mansa	Sardulgarh	170
145.	Mansa	Budlada	266
146.	Mansa	Mansa	354
147.	Bhatinda	Sangat	44
148.	Bhatinda	Maur	123
149.	Bhatinda	Bhagta Bhai Ka	133
150.	Bhatinda	Nathana	174
151.	Bhatinda	Bhatinda	241
152.	Bhatinda	Talwandi Sabo	266
153.	Bhatinda	Rampura Phul	408

Note: The above tentative data entry schedule is to be finalised between the BOOT Operator and PLRS.

2. Establishment of Infrastructure for Citizen Service Centres

The Operator has to set-up Citizen Service Centers wherein the state would provide ready site (including civil work and power connection) with core applications (PLRS Land Records Software and PRISM Software), software licenses for server operating systems, database licenses and any other special software licenses required to operate the said applications. The selected tenderer is required to do the Power Cabling, LAN Cabling, Electrical wiring etc. as required for its operations. The successful tenderer would also be required to invest on Desktop PCs for the counters and for revenue officials for workflow, consumables (paper, stationery, printer cartridge / toner etc.), digital cameras, printers, thin clients, UPS, Token

generation system, utilities payment, CD Cabinets, generator etc. The infrastructure should be ready and functional before commencing any kind of services.

3. Procurement of IT hardware on upfront payment basis for Citizen Service Centres

The successful tenderer shall supply server (Quantity 1), bio-metric finger print device (Quantity 1), Switch (Quantity 1) and Router (Quantity 1, at the option of PLRS) per Citizen Service Centre on upfront payment basis. Please refer to [Annexure 3](#) for detailed Technical Specifications. Five year onsite comprehensive OEM warranty shall be provided & managed by the successful tenderer starting from the date of operationalisation of the subject registration process. The five year warranty period of the equipment to be installed at a tehsil/sub-tehsil will start from the date of go-live of that tehsil/sub-tehsil. This would be implemented independent of the data entry schedule.

4. Operations & Maintenance for provision of Registration Services

The successful tenderer is expected to operate and maintain the citizen service centers (except 17 Tehsil/Sub-Tehsils centers in District Sangrur where computerization of registration Process is being done as pilot) at each Tehsil/Sub-Tehsil for Registration to provide Registration related services to the citizens and the back office services (as per the SLAs given in Vol. III of RFP) after successful installation of hardware at the same as it does not involve data entry of previous registration records.

It is expected that the tenderer can operationalise registration services in at least ten Citizen Service Centers in four weeks after the site is handed over by PLRS / District Administration. It shall be the responsibility of the tenderer to liaison with PLRS / District Administration for the provisioning of the sites by the later. The tenderer shall bear the payment of all utilities like water, electricity, telephone charges etc. The implementation

schedule of Registration System is independent of Data Entry and Digitisation of Land Records.

The operations and maintenance would therefore include:

- (i) Provide management service for all the activities required for successful running of the computerized activities at Tehsils across the State except District Sangrur where the computerization has already taken place.
- (ii) Provide manpower for operations as specified under each of the category in Annexure 4 to support the following:
 - a. Helpdesk/Front office support
 - b. Data entry
 - c. Printing of documents
 - d. Archiving of data
 - e. Assist the department to complete the process of Land Records Registration through activities as Search, Generation & Issue of reports, Issuing Various Copies as per demand etc
 - f. Maintain the paper documents related to Registration Process
 - g. Facilities Management including housekeeping & security etc.
- (iii) Procuring, commissioning, running and maintaining of Hardware and Software as specified to address needs in the Citizen Service center required to support the systems.
- (iv) Setting up infrastructure required for providing support services at front offices.
- (v) Setting up mechanisms for data transfer between the State level Land Data Center and the Citizen Service Centers as stipulated time to time by the PLRS.
- (vi) Setting up the IT infrastructure in conformance with the architecture.
- (vii) Providing user training at all levels and all offices (front and back offices).
- (viii) Liaison with all necessary external agencies to accomplish the commissioning and rollout as per contract terms and conditions.
- (ix) Appropriate replacement and /or replenishment of systems

- (x) Setting up and maintaining the required infrastructure (PCs, Thin Clients, UPS, chairs, CD cabinets etc.) for providing support services for registration process at Citizen Service Centers.
- (xi) Provide consumables as required for the infrastructure, services to the citizens and the departmental MIS requirements including generation and printing of requisite documents & reports etc.
- (xii) Providing power requirements, general facility and infrastructural support, environmental support systems, security measures in front offices, Datacenter etc.
- (xiii) Installing proven Enterprise Management System (EMS) tools for analyzing & managing system performance, network performance, etc., as well as providing the means of monitoring the SLA metrics.
- (xiv) Complying with the Service Level Agreement.
- (xv) Rollout of the system in all specified locations.

The operations and maintenance (including all related activities) at each tehsil/sub-tehsil center (except District Sangrur where the computerization is already taken place) for land registration shall be provided by the selected tenderer for a period of five years with the period being counted from the date of operationalisation of the said computerized registration system at that tehsil / sub-tehsil center.

5. Operations & Maintenance for provision of Land Records Services

These services shall be added to the existing Citizen Service Centre from where Registration services would already be functional. The same infrastructure, site, manpower etc. shall be used with suitable augmentation. On successful completion of data entry of land records for 1 Kanungo, computerized operations for that Kanungo shall commence. Services for other Kanungos shall be added as and when their data entry is complete. The tenderer is expected to install required hardware, software and other equipments in the Citizen Service Centre within a week after the completion of data entry of every Kanungo for operationalisation

of that Kanungo. The tenderer shall bear the payment of all utilities like water, electricity, telephone charges etc.

The successful tenderer will provide land record services (as per the SLAs given in Vol. III of RFP) after successful completion of data entry of manual land records for respective locations. There are number of processes that are required to be carried out as part of the operations and maintenance of the Citizen Service Centers including the data and system. These processes and the scope of the tenderer's services with respect to those processes are given in [Annexure 8](#).

The operations and maintenance would therefore include:

- (i) Provide management service for all the activities required for successful running of the computerized activities at Tehsils.
- (ii) Provide manpower for operations as specified under each of the category in [Annexure 4](#) to support the following:
 - a. Front and Back Office
 - b. Data entry
 - c. Printing of documents
 - d. Archiving of data
 - e. Assist the department to complete the process of Land Records through activities as Search, Generation & Issue of reports, Issuing various copies as per demand etc
 - f. Maintain the paper documents related to Land Records Process
 - g. Facilities Management including housekeeping & security etc.
- (iii) Procuring, commissioning, running and maintaining of Hardware and Software as specified to address needs in the Citizen Service center required to support the systems.
- (iv) Setting up infrastructure required for providing support services at front offices.
- (v) Setting up mechanisms for data transfer between the State level Data Center and the Citizen Service Centers at pre-decided fixed intervals of time.

- (vi) Setting up the IT infrastructure in conformance with the architecture.
- (vii) Providing user training at all levels and all offices (front and back offices).
- (viii) Liaison with all necessary external agencies to accomplish the commissioning and rollout as per contract terms and conditions.
- (ix) Appropriate replacement and /or replenishment of systems
- (x) Setting up and maintaining the required infrastructure (Desktop PCs, UPS, chairs, CD Cabinets etc.) for providing land record related services at Citizen Service Centers.
- (xi) Provide consumables as required for the infrastructure, services to the citizens and the departmental MIS requirements including generation and printing of requisite documents & reports etc.
- (xii) Providing power requirements, general facility and infrastructural support, environmental support systems, and security measures in front offices, Datacenter etc.
- (xiii) Installing proven Enterprise Management System (EMS) tools for analyzing & managing system performance, network performance, etc., as well as providing the means of monitoring the SLA metrics.
- (xiv) Complying with the Service Level Agreement.
- (xv) Rollout of the system in all specified locations.
- (xvi) PLRS reserves the right to ask successful agency to add counter windows and front desk operators in tehsils / sub-tehsils that show high rise in volume of business. The requirement for additional windows and resources will solely be assessed by PLRS.

The operations and maintenance (including all related activities) at each tehsil/ sub-tehsil center for land records shall be provided by the selected tenderer for a period of five years with the period being counted from the date of operationalisation of the computerized said registration system at that tehsil/sub-tehsil center.

6. Operationalisation of State Data Centre (At option of PLRS)

The successful BOOT Operator at the option of PLRS would deploy manpower on per resource cost basis to operationalize and maintain State Data Center at State HQ at Office of Director Land Records, Jalandhar. Initially two Database Administrators (DBAs) would be required for the operations of State Data Centre but, PLRS may propose for additional resources in future.

A data centre at Jalandhar is proposed till the State Data Centre is established at an appropriate stage. The state government has proposed to implement SWAN under the project PAWAN (Punjab Wide Area Network). BSNL shall provide connectivity to Secretariat, State HQ, District HQs, Sub-Division HQs and Block HQs respectively. The state government shall provide connectivity to the nearest Block / Sub-division HQs to the Citizen Service Centers and the BOOT Operator will procure and install router at the center. Till SWAN is not implemented, the BOOT Operator is required to arrange shipment of land records and registration related data on its CD media from Citizen Service Centers to the central Data Centre at Jalandhar on weekly basis for data consolidation purpose after the provisional central Data Center at Jalandhar is established.

The State Data Center is to be setup so that complete land records and registration data of the state can be consolidated, monitored and archived at a central location. The State Data Center will also be used to offer web based services to the citizen to view the land ownership information.

The broad scope of work of the selected vendor is detailed as follows:

- (i) Installation and upgradation of database server
- (ii) Management of development, test and production database environment including installation of upgrades and patches etc.
- (iii) Monitoring and Database tuning
- (iv) Optimization of queries, batch jobs and indexes, etc for high throughput and superior performance.
- (v) Backup and Recovery
- (vi) Management of Database Users and Security

- (vii) Establishment and Enforcement of Standards
- (viii) Transfer (Import/Export) and Replication of data
- (ix) Data Warehousing
- (x) Scheduling Events
- (xi) Ensure 24 hr. uptime of database

7. Suvidha Services (At Option of PLRS)

PLRS/ District Administration have envisaged offering services of Suvidha Project through the Citizen Service Centres at tehsil / subtehsil in future. The terms and conditions including additional infrastructure, manpower, hardware, consumables, payment etc. will be mutually agreed between the successful agency and respective deputy commissioners. These services shall be provided using the same or additional infrastructure after taking into account the additional load and the feasibility of catering to the same without over-straining the existing Service Centre Infrastructure.

In addition to above detailed scope of work the successful tenderer is also required to submit MIS Reports as detailed in [Annexure 1](#).

Note: After SWAN is implemented in the State the BOOT Operator is required to test and assure the connectivity between the Citizen Service Centers and State Data Centre for the purpose of uploading data from Citizen Service Center to the State Data Centre within 30 days thereafter.

3.3 Services to be provided to Citizens

The scope of services to be provided to citizens / villagers is as follows:

- 1) Issuance of Nakals of following land record registers
 - a) Jamabandi
 - b) Mutation
 - c) Roznamcha Waqiyati
 - d) Khasra Girdawari

- e) Field Book
- f) Musavi
- 2) Entry of Mutations Orders
- 3) Issuance of Registration Deed

Note: In addition to above, at the option of PLRS, the successful BOOT Operator may provide other project related services like issuance of Encumbrance Certificate, Caste Certificate, Residence Certificate, SC/ST certificate, Income Certificate etc.

3.4 Role, Responsibility & Accountability

Current Responsibility Matrix

Party	Build	Operate	Transfer
SUCCESSFUL TENDERER	<ol style="list-style-type: none"> 1. Supply, install and commission on upfront payment basis servers, switches and routers. 2. Supply install and commission equipment Desktop PCs, printer, UPS, Generator, CD Cabinets etc. on service charge basis. 3. Deployment of requisite resources. 4. Providing general facility /infrastructural / environmental support systems, safety and security measures in Citizen Service Centers. 5. Appropriate replacement and /or replenishment of systems 6. After SWAN is implemented in the State the BOOT Operator is required to test and assure the connectivity between the Citizen Service Centers and State Data Centre for the purpose of uploading data from Citizen Service Center to the State Data Centre within 30 days thereafter. 	<ol style="list-style-type: none"> 1. Data Digitisation 2. O&M of Hardware & Software, equipments, Network etc. 3. Facility Management including management of infrastructure, utilities (like electricity, telephone etc.), ensuring safety and security of equipment of resources and data etc. 4. Installation of current & future upgraded versions of Land Records and Registration applications and Configuration, Initialization & Master Data Entry as & when required. 5. Data Migration & Porting at all stages. 6. Ensure Data Security, Maintenance, Management, Backup, Archival, Retrieval & Recovery. 7. Providing services like Nakal Issuance, Mutation, New Jamabandi generation and printing, New Khasra Girdawari generation and printing, Musavis, Deed registration. 8. Back-office operations like generation of MIS reports etc. 	<ol style="list-style-type: none"> 1. The tenderer shall transfer the operations and management of the citizen service centres to PLRS or its authorized agency as per the contract terms & the exit management plan agreed upon. 2. The equipment supplied on upfront payment basis would be transferred in fine working order to PLRS/ its authorized agency on exit. 3. The other equipment completing five years of usage shall be transferred in fine working order to PLRS on zero cost basis and the balance equipment on mutually agreed depreciated value.

Party	Build	Operate	Transfer
SUCCESSFUL TENDERER		<p>9. Helpdesk services like helping citizens with answers to their queries, Initial checking of the documents for completeness and proper sequencing, and Issuance of Token number etc.</p> <p>10. Supply of consumables i.e. Printed Stationary Cost of power consumed Housekeeping & Security etc.</p> <p>11. Keep the systems software like OS, antivirus etc. up to date</p> <p>12. Report all the problems related to PRISM and PLRS Applications in the formats provided by NIC and PLRS respectively.</p> <p>13. The cost of insurance cover where ever applicable.</p> <p>14. Training and assistance to respective officials for using the application at front desk counter machines.</p> <p>15. Upload the data to the State Data Center HQ database.</p> <p>16. Ensuring the reports are sent to state head quarters with in time.</p> <p>17. Management and quality control of all services and infrastructure.</p> <p>18. Ensuring the SLAs is met.</p> <p>19. Any other service which is required for the successful execution of the project.</p>	<p>4. It excludes the following items</p> <ul style="list-style-type: none"> • People • Operational Liability • Contingent liability • Any Pending litigation & proceedings

Party	Build	Operate	Transfer
Punjab Land Records Society	<ol style="list-style-type: none"> 1. Physical Center Setup <ul style="list-style-type: none"> ▪ Network Connectivity to Block Headquarter ▪ Fans, ACs, fire Safety eqpt. 2. Provide separate power connection with meter / sub meter to support the power needs of the Citizen Service Centre. (The operator shall pay for all the power bills for the meter / sub-meter installed for operations.) 3. Application Development & Implementation at all the locations 4. Furnish specifications and quantities for procurement of hardware and software 5. Development of detailed user manuals for application software. 6. Preparation of a detailed Project Plan for the complete application software implementation, post-implementation activities and up-gradation. 7. Testing & Acceptance of Application Software for its correct functioning before its implementation. 	<ol style="list-style-type: none"> 1. Maintenance and up gradation of the PLRS application 2. Resolution of fault/ queries raised by the application user 3. On site support to resolve application problems 4. Training of application users viz. Patwaris, Kanungos, and Operator etc. 5. Coordinating software installation and hand holding in case of any problems including software bugs 6. Maintenance and updatation/upgradation of the application software. 7. Responsible for the design of the application and its components 8. Conducting Software trainings for the Operator staff on the installation and operation of PLRS application, data migration etc. 9. Providing documentation for use of application software, master data entry etc. 10. Workshops for users on PLRS Application. 	

Party	Build	Operate	Transfer
National Informatics Center (NIC)	<ol style="list-style-type: none"> 1. Preparation of a plan for installation and upgradation of application software, training, problem resolution etc. 2. Recommend a plan for Data Security, Maintenance, Data Management, Backup, Archival, Retrieval & Recovery etc. 3. Application Development 4. Application and database installation in case BOOT Operator is unsuccessful in installation of the same. 5. Furnish specifications and quantities for procurement of hardware and software 6. Development of detailed user manuals. Providing documentation for use of application software, master data entry etc. 	<ol style="list-style-type: none"> 1. Maintenance and up gradation of the PRISM application 2. Resolution of fault/ queries related to application. 3. Support to resolve application problems 4. Coordinating software configuration, installation and hand holding in case of any software related problems 5. Responsible for design of the application and its components 6. It will impart only one time free training to all the manpower of the BOOT Operator wherein the BOOT Operator will bear the cost towards travel, boarding and lodging etc. NIC would also provide a Trainer's Training to the personnel deputed by the BOOT Operator for the same with BOOT Operator bearing the cost towards travel, boarding and lodging etc. Thereafter, if the BOOT Operator requests for any number of repeat trainings by NIC then the former will have to bear the cost of the training incurred by NIC for the same purpose. 7. District level workshops on PRISM Application for training of revenue staff viz. Registration Clerk, SRO etc. 	

Party	Build	Operate	Transfer
District Administration	<ol style="list-style-type: none"> 1. Provide Civil Site. 2. Co-ordination with various departments and executing agencies. 3. Provide manual records for data entry and digitization. 	<ol style="list-style-type: none"> 1. Deployment of Revenue officials for verification and attestation of records 2. Making the required master data available on paper to BOOT Operator as required. 3. Arranging resolution of application software problems/bugs etc. from PLRS/NIC. 4. Any other requirements that could arise during operations of the center for effective governance and to meet any administrative requirements 5. Any Application Software Requirement/Bug will be reported in writing with complete details and evidence. 6. Responsible for any legal issues due to implementation of Application Software. 7. Responsible for ownership of data generated using application software. 8. Responsible for any damage or financial losses due to use of application software. 	<ol style="list-style-type: none"> 1. To takeover from BOOT Operator after completion of term or in event of non-performance by the BOOT Operator.

3.5 Management Requirements

3.5.1 Accountability & Administrative Management

The Operator shall be responsible for the overall management and quality assurance of the work being handled by the operator.

Citizen Service Hours of the Citizen Service Centers (Week End working details to be worked out later)

Location	Timings
Tehsils	Mon – Friday (9am – 5pm)

3.5.2 People Management

In order to efficiently operate and maintain the Citizen Service Centers, an appropriate Centre Organization Structure is to be followed. The structure shall address minimum requirement of manpower at the Center, Operator is expected to undertake a detailed manpower assessment and recommend structure. Details of manpower required as stated in RFP Volume 1, [Annexure 4](#) are the minimum (indicative) figures; the tenderer is expected to arrive at the optimum number based on the information provided in RFP and field visits undertaken by the tenderer.

The people management would need to be so planned by Operator as to comply with the Service level requirements. The various categories of people, their skill levels and certification needs, required to perform the tasks allocated to them, the number of people in each category and each location must be maintained in such a way that:

- 1 The tendering agency will be bound to supply support manpower for work specified above.
- 2 The tendering agency needs to assign Project manager for the overall management of the operation and related tasks.
- 3 The defined levels of response time to attend to a job proactively/reactively are complied with.
- 4 The defined levels of repair and restoration time are complied with.

- 5 In the event of an assigned person not being available due to sickness, or having left the Operator's organization, or unable to perform as expected, equally competent personnel are assigned as replacements immediately.
- 6 The 'Data Entry Operators' / 'Counter Operators' should not be frequently changed as it creates disruption of work and slows down the workflow.
- 7 Contact details of all such personnel are made available to enable the service compliance and any changes in such details are communicated well in advance.
- 8 All salaries and statutory benefits will have to be borne by the tendering agency and Authorised Representative, Punjab Land Records Society office shall make no payments.
- 9 The agency should ensure that the behaviour of manpower is decent.
- 10 In case of any unlawful activity or indiscipline by any of the staff employed by BOOT operator, the concerned staff shall be immediately replaced by the BOOT Operator on the written directives of the respective Deputy Commissioner.
- 11 The tendering agency should submit the affidavit from each of its personnel stating that he/she would not ask for employment in Government on the basis of working in the offices of the Revenue Department.
- 12 Technical support manpower to be stationed at requisite offices and should be readily available as and when support is required at any location.
- 13 The tendering agency has to ensure that training will be given to the support manpower and shall bear the costs thereof.
- 14 The tendering agency should ensure that all staffs are well trained in using Land Records Management Software and the Registration Software.
- 15 The tendering agency should ensure the minimum qualification standards expected from the staffs to be deputed
 - a. Data Entry operator
 - Minimum Education: Class 12th exams passed
 - Languages known (Read, Write and Spoken): Punjabi and English
 - Should be aware of Land Records Management and Registration process and terms used
 - Typing Speed

- Gurmukhi minimum 30 words
 - English minimum 40 words
 - Operating knowledge about computers, printer etc.
 - Should have operating knowledge of computer
 - Prior experience of working as Data Entry Operator will be an added advantage
- b. Project Manager/Supervisor
- Minimum Education: Post Graduation (Economics / Commerce / Science / Management stream)
 - Languages known (Read, Write and Speak): Punjabi, Hindi, English
 - Should be aware of Land Records Management and Registration process and terms used
 - Computer knowledge
 - Should have operating knowledge of computers and networking
 - Prior project management experience of at least 3 years of handling such large projects
 - Excellent writing, communication, time management and multi-tasking skills
- c. Database Administrator
- Minimum Education: Bachelor or Master degree in Computer Science, Information Technology, Electrical Engineering or equivalent technical training and experience.
 - Minimum total experience of 2 years as DBA with at least 1 year experience on MS SQL Server
 - MCDBA certification preferred
 - Experience in database activities like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh, and SQL programming and tuning
 - Broad production support background across multiple hardware and software platforms including Windows NT, LINUX
 - Ability to work across multiple sites and working teams.
 - Self-motivated with strong team spirit

- Excellent writing, communication, time management and multi-tasking skills

3.5.3 Operations & Maintenance Management

The maintenance, upkeep and physical security of the Citizen Service Center shall be the responsibility of the operator. The operations & maintenance management should be planned to ensure compliance with service level standards.

3.5.3.1 Sites

Sites for Land Records Management and Registration operation will be made available by Director Land Records. Operator could visit all the sites prior to tendering, if necessary and the district administration will facilitate the same, if notified prior. However the successful tenderer would be responsible for its maintenance and cleanliness.

3.5.3.2 Supply of Consumables

The selected tenderer should make available all the consumables and any other goods or articles required from time to time for functional operations of the project, which include but not limited to:

1. Cartridges and/or ribbons for printers
2. Pre-printed computer stationery required for various applications and certificates
3. Plain paper, files folders and other office stationery articles
4. CDs, DATs and other storage consumables
5. Fire safety management to be provided at every center
6. Utilities like electricity, telephone etc. changes generator fuel, UPS battery etc.
7. Any other item which is required for the successful execution of the project.

The stationery used for all statutory certificates shall be security paper, to prevent duplication. If any doubt arises, whether any item or article can be categorized as required for functional operations or not, or with regard to the quantities used, the decision of the Authorised Representative, Punjab Land Records Society shall be final. The Operator shall maintain an inventory adequate for one month's operation at each Citizen Service Center.

3.5.3.3 Physical Security

Physical access to technical suites and other areas of the centre should be controlled and monitored on an ongoing basis to maintain and control access to restricted areas.

Access to the server area should be strictly regulated, and limited to only those personnel who are necessary for its operation. The physical security at the premises allotted for the purpose of 'Data Entry & Digitisation of Land Records, 'O&M for provision of Land Records Services', 'O&M for provision of Registration Services' would be the responsibility of the selected Bidder.

3.5.3.4 Disaster Recovery

Disaster Recovery – The Operator will be responsible for ensuring the continuity of service, in case of any disaster within a reasonable time and as agreed with Authorised Representative, PLRS. The vendor would be free to plan as they deem "fit and cost effective" to restore and offer services to the citizens as defined under the services levels.

Definition: Disaster Recovery consists of the planning and activities that allow an organization to return to an acceptable state of work and associated activity after a sudden unplanned calamitous event, which causes damage and/or physical loss. It focuses on activities to restore the processes rather than necessarily to restore the physical attributes.

3.5.4 Infrastructure Requirements

3.5.4.1 Hardware, Networking & Ancillary Equipment

- 1 The hardware, networking & all other equipment to be used and/or supplied by the Operator shall
 - a. Meet the minimum requirements of both, PLRS Application and PRISM.
 - b. Be new, supported with documentary proof.
 - c. Be capable of delivering high performance during the time period of the project. A team of technical experts to ensure compliance of this requirement shall inspect the hardware.
- 2 The solution should incorporate reliable network architecture, communication technology and equipment. Suitable redundancy shall be provided in the communication networks and topology.
- 3 **Electronic display and token system** – An electronic display and token issue system is to be provided at each Citizen Service Center to regulate the entry and queuing of citizens at the center. The system should be transparent and operating in accordance with Land Records Application and PRISM. It should also have the provision of generating the reports to show the maximum waiting time by any citizen.
- 4 **Printers & necessary stationery** – To print Nakals and other land records related documents and hard copies of MIS reports (for district head quarters, state head quarters) to be generated at each center. The Operator shall provide the requisite number of printers with appropriate configuration and necessary stationary required for this purpose. All printers should support Gurmukhi language.

RFP Volume 1, [Annexure 3T](#) provides the minimum Hardware and peripheral devices for the different classes of Citizen Service Center. These annexure list the minimum configuration and minimum number of resources to be deployed. Bidder is required to add more types/categories of resources based on scope of work and services to be delivered. Also, bidder must do his own calculation (based on transaction load and SLA requirements etc. to arrive at optimum numbers/quantities) for various categories of resources.

The state/PLRS may avail (at their option) from the selected vendor (if acceptable to the selected vendor) supply of any additional equipment/item on Upfront Payment basis for their internal requirements at the lowest price amongst the prices quoted by the various bidders for that equipment/item.

3.5.4.2 Hardware Maintenance and Support

1 Scope

The scope of hardware support services will include preventive and corrective comprehensive maintenance and cover installation, on-site diagnosis and resolution of hardware faults in response to problem reports. Resolution of hardware problems detected during routine operational support activities will be taken care.

2 Service Requirements

Support in response to problem reports will usually require Support staff to visit the installation site with necessary diagnostic tools and determine the fault, after understanding the problem. The Support staff will diagnose the faulty modules / sub-assemblies, etc. If the problem is of intermittent in nature, the support staff will try to simulate the problem in all possible operating situations.

3 Network Administration

Network Administration & Management consists of the following activities but not limited to:

- Administering User IDs.
- Network analysis and performance optimizing.
- Continuous monitoring and management of network during the working hours of Tehsils on each working day and restoration of breakdown within prescribed time limits.
- Ensuring network security and database security at all times.

4 System Support

System support consists of the following but not limited to:

- Taking daily system backup.

- Installation and reload support for OS like Win XP/NT/XP Server edition, Office 97/00/XP, Databases etc.
- Installation and reload support for application software.
- Rectification of system software problems due to crashing or malfunctioning of the OS, RDBMS or front end within the time limits prescribed.
- Installation of upgrades of software namely, OS, RDBMS, Anti Virus and front end application.
- Guarding the systems against virus infections using the latest anti-virus tools.
- One set of all backups should be handed over to the administration for administrative custody. The administration will detail the responsibility and frequency for the same prior to go-live.

3.6 Effective Date

That this Agreement shall be effective from XX day of MM in the Year XXXX.

3.7 Term

- Data Digitisation:** As a part of contract the operator will be given 1 month (or mutually agreed period between Authorised Representative, Punjab Land Records Society and successful tenderer) lead time to set up the entire infrastructure and other requirements necessary for commencement of Data Digitisation at various locations. Term of the contract is three years from the date of signing the agreement for the purpose of data entry.
- Operations and Management of Citizen Service Centers:** As a part of contract the operator will be given 2 months (or mutually agreed period between Authorised Representative, Punjab Land Records Society and successful tenderer) lead time to set up the entire infrastructure and other requirements necessary for commencement of Citizen Service Center operations at various locations. Term of the contract is five years from the

- date of commencement of operations at the respective Citizen Service Center.
- c. Any delay in setting up of infrastructure as per the guidelines will lead to penalty for which operator will be responsible. Details shall be formulated in contract between Authorised Representative, Punjab Land Records Society and successful tenderer.
 - d. On the expiry of this Agreement, the Operator and any individual assigned for the performance of the services under this Agreement shall handover or cause to be handed over all the Confidential Information and all other related materials in its possession, including all the hardware supplied by the Operator under this agreement, to Authorised Representative, PLRS.
 - e. That the products and technology delivered to Authorised Representative, PLRS during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by the Operator to other locations apart from the locations mentioned in the RFP without prior written notice and approval of Authorised Representative, PLRS. All hardware, Software & documents used by Operator for Authorised Representative, PLRS are the legal properties of Authorised Representative, PLRS.

3.8 Compensation and Billing

A Pre-receipted bill (separate bills for different categories) in triplicate in the name of "Punjab Land Records Society, Punjab" shall be submitted and the payment will be certified by the Authorised Representative, PLRS as per the following schedule:

1. Any penalties imposed on the agency(s) for non-performance will be deducted from the payments.

The payments for each of the following three categories will be done to the successful agency(s) as per the process detailed in this section.

1 Data Entry and Digitisation of Land Records

The payment shall be made as per the following schedule: -

S.No.	Milestone	Value
1.	<ul style="list-style-type: none"> On completion of the data entry of each Kanungo and the acceptance by Review Committee 	<ul style="list-style-type: none"> 90% of the due amount after deduction of penalties, if any
2.	<ul style="list-style-type: none"> Fee payable on go-live for each Kanungo (implementation) 	<ul style="list-style-type: none"> Balance 10%

Review Committee should have minimum one tenderer representative and must meet weekly / fortnightly. The Tehsil Authorities will release the payment within 30 days of submission of invoice subject to the condition that the invoice and supporting documents being in order.

The payment fee of data entry is inclusive of all the data entry, all print outs and all level of validations.

Incase, there are delays in completing the data entry of a Kanungo due to:

- a. Records of the Kanungo not made available to the selected tenderer.
- b. Delay in validation by the concerned Patwari (100% checking), then by the concerned Kanungo (100% checking), and finally by the concerned CRO (25% checking).
- c. Delay in public validations
- d. Non availability of the concerned Patwari and Kanungos
- e. Errors due to application software provided by PLRS
- f. Legal issues related to any of the records
- g. Any other reasons not accountable to the selected tenderer

The selected tenderer shall bill for the work completed on pro-rata basis and the concerned tehsil level authorities shall make payment on pro-rata basis within 30 days of receipt of bill.

In case there is a delay in loading the data in the tehsil server beyond two weeks due to delay attributable to PLRS/district administration, the vendor shall bill for the balance amount and the payment shall be made by the Deputy Commissioner office within 30 days of receipt of bill.

Note: A payment of interest at the rate @ 0.75 per two months would be made to BOOT Operator on the account of delayed payments due for more than a month subject to the approval of the concerned Deputy Commissioner.

2 Supply of IT hardware on upfront payment basis for Citizen Service Centres

The payment shall be made (tehsil-wise) by PLRS to the successful tenderer for the following IT hardware installed in a Citizen Service Centre two weeks after successful operationalisation of Registration System in those Tehsil/Sub-Tehsil Citizen Service Centres:

- Tehsil Servers with bio-metric finger print device
- Switches
- Routers (the actual quantity purchased by PLRS at its option)

3 O&M for provision of Registration Services

- a The payments shall be made (tehsil-wise) by authorities at District Headquarters to the successful tenderer on monthly basis
- b The payment shall be based on per transaction charges.
- c The monthly bills will be submitted by the agency(s) to the respective Tehsil Authorities along with a report of activities and transactions performed during the month. Report has to be signed and attested by the respective designated revenue officer. Tehsil Authorities will in turn release the 90% of the payment after verification of the bills. The balance 10% remaining payment would be released when the next payment is due after verification of the bills.

Any penalties imposed on the agency(s) for non-performance will be deducted from the payments.

Note: A payment of interest at the rate @ 0.75 per two months would be made to BOOT Operator on the account of delayed payments due for more than a month subject to the approval of the concerned Deputy Commissioner.

4 O&M for provision of Land Records Services

- a The payments shall be made (tehsil-wise) by authorities at District Headquarters to the successful tender on monthly basis
- b The payment shall be based on per transaction charges.
- c No additional payment will be made for any regular data entry activities carried out for updation of land records.
- d The monthly bills will be submitted by the agency(s) to the respective Tehsil Authorities along with a report of activities and transactions performed during the month. Report has to be signed and attested by the respective designated revenue officer. Tehsil Authorities will in turn release the 90% of the payment after verification of the bills. The balance 10% remaining payment would be released when the next payment is due after verification of the bills.

Any penalties imposed on the agency(s) for non-performance will be deducted from the payments.

Note: A payment of interest at the rate @ 0.75 per two months would be made to BOOT Operator on the account of delayed payments due for more than a month subject to the approval of the concerned Deputy Commissioner.

5 Operationalisation of State Data Center

The payment shall be made on monthly charge basis in arrears.

6 Generation and Printing reports in addition to MIS Reports (as specified in RFP, Volume 1, Annexure 1)

The payment shall be made monthly by the Tehsil Authorities on the basis of number of actual page printouts after verification of the submitted bill.

7 Suvidha Services

The payment will be made on terms mutually agreed between the tenderer and respective Deputy Commissioners for the additional services rendered by the operator.

All the applicable taxes and other statutory deductibles like work contract tax, service tax and income tax etc. will be deducted at source as per the prevalent rules and regulations at the time of making payments to the agency(s) during the billing cycles.

All work contract tax and income tax as applicable will be deducted at source as per the prevalent rules and regulations at the time of making payments to the agency(s) during the billing cycles.

3.9 Work Policy

- a. That the Operator agrees to employ its best efforts to meet the Assignment deadlines and standards applicable.
- b. That the Operator and Authorised Representative, PLRS shall mutually agree upon the premises where such Services will be provided/ carried out. Any individual assigned for the performance of the services under this Agreement, shall observe the rules and regulations of Citizen Service Centers; provided however, the adherence to such working hours of Citizen Service Centers shall not constitute justification for non accomplishment of agreed schedules.
- c. That the Operator shall not, knowingly engage any person with criminal record/conviction or any person who participates in a pre-trial diversion

- program and any such person shall be barred from participating directly or indirectly in providing the services under this Agreement.
- d. That the Operator shall make sure that proper working atmosphere is maintained in the working area. No staff member is allowed for any sort of misbehaviour in the premises of Citizen Service Centers or other departments. In case of any such incidence operator will be solely responsible and shall immediately discontinue the services of the person involved.
- e. That the Operator and any individual assigned for the performance of the services under this Agreement agree to comply with the entire Citizen Service Center standard/special physical security procedures of Citizen Service Center in place at the locations where Operator is performing work.

3.10 Independent

- a. That the Operator and/or its employees, agents and representatives shall perform all services hereunder as an Independent Operator and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the parties hereto or any affiliates or subsidiaries thereof or to provide either party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party. Operator acknowledges that its rendering of services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of Land Records Department Punjab or any department or affiliate thereof.
- b. Operator's personnel, employees, agents, sub-contractors, etc. have no authority/right to bind Authorised Representative, PLRS in any manner. It is also clarified that the personnel or employees being provided by Operator shall be employed by Operator only and governed by terms of Operator's employment and Operator shall be solely responsible and liable

in the event of any adverse claims of whatsoever nature made on Authorised Representative, PLRS by any employees of Operator. Authorised Representative, PLRS hereby agrees that he shall not employ any employee/employees of the Operator, during the contract period without an agreement and due approval from the operator.

3.11 Sub-Contractors

- a. Operator can subcontract work in the following area's; but it has to take Authorised Representative, PLRS's written approval in terms of Sub-Contractor and the scope of work for the Sub-Contractor
 - i. Manpower
 - ii. Housekeeping
 - iii. Physical Security
 - iv. Hardware & Software Maintenance
- b. That the Operator shall be fully responsible for all acts and omissions of its contractors and sub contractors. Nothing in this Agreement shall be construed to create any contractual or other relationship between Authorised Representative, PLRS and any contractor or sub-contractor, nor any obligation on the part of Authorised Representative, PLRS to pay or effect payment of any money due from_____ to any contractor or sub-contractor.

3.12 Compliance with Laws

- a. That the Operator hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required.
- b. That the Operator shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

3.13 Security and Safety

- a. The Operator will comply with the PLRS or its nominated agencies standards as stated in the RFP Volume I, insofar as it applies to the provision of the Services.
- b. Each Party to the SLA shall also comply with PLRS's information technology security and standards policies in force from time to time at each location of which PLRS or its nominated agencies makes the Operator aware in writing insofar as the same apply to the provision of the Services.
- c. The Parties to the SLA shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorised persons (including unauthorised persons who are employees of any Party) either to gain access to or interfere with PLRS's or any of its nominees data, facilities or Confidential Information.
- d. The Operator shall upon reasonable request by PLRS or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- e. The Parties under the SLA shall promptly report in writing to each other any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at PLRS's Facilities.
- f. The physical security at the premises allotted for the purpose of 'Data Entry & Digitisation of Land Records, 'O&M for provision of Land Records Services', 'O&M for provision of Registration Services' would be the responsibility of the selected Bidder.

3.14 Confidentiality and Secrecy

- a. That the Operator acknowledges and agrees that all tangible and intangible information including all documents, data, papers, statements, business/customer information, trade secrets and processes of Land Records Department relating to its business provided to, obtained by or developed by the Operator for purposes of or pursuant to the performance of services under this Agreement or otherwise constitutes confidential and proprietary information of Authorised Representative, PLRS ("Confidential Information"). The Operator shall maintain due confidentiality at all times and shall not disclose any Confidential Information to any person or entity at any time whether during the currency of this Agreement or expiry or earlier discharge or termination thereof.
- b. The Operator shall take all necessary action to protect the Confidential Information against misuse, loss, destruction, alteration or deletion.
- c. Operator will sign Non-Disclosure Agreement with Authorised Representative, PLRS

3.15 Termination

3.15.1 Termination for default

The Authorised Representative, Punjab Land Records Society, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Tenderer, may terminate the Contract fully or in part:

- If the selected Tenderer/ fails to deliver any or all Contracted services as per service standards specified in the Contract or
- If the selected Tenderer/ fails to perform any other obligation(s) under the Contract, or
- If the Tenderer/ selected Tenderer in the judgment of the Authorised Representative, Punjab Land Records Society has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

In the event Authorised Representative, Punjab Land Records Society terminates the Contract in whole or in part, Authorised Representative,

Punjab Land Records Society may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the selected Tenderer shall be liable to Authorised Representative, Punjab Land Records Society for any excess costs for such similar services. However, the Tenderer shall continue performance of the Contract to the extent not terminated. Alternately, Authorised Representative, Punjab Land Records Society would be free to fully take over the assets and operations earlier being undertaken by the Tenderer on depreciated Book Value of the assets, without prejudice to any other action as contemplated in the Contract.

3.15.2 Termination for Insolvency

Authorised Representative, Punjab Land Records Society, may at any time terminate the Contract by giving written notice to the selected Tenderer/ if the successful Tenderer/ becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the selected Tenderer, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue there after to the Authorised Representative, Punjab Land Records Society.

3.15.3 Termination for Convenience

Authorised Representative, Punjab Land Records Society, by written notice sent to the Tenderer, 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.

3.16 Indemnification

3.16.1 Subject to Article 3.16.2 below, Selected Tenderer (the "Indemnifying Party") undertakes to indemnify PLRS (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity

(including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLA to the extent of the Indemnifying Party's comparative fault in causing such Losses.

3.16.2 The indemnities set out in Articles 3.16.1 shall be subject to the following conditions:

- (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- (v) all settlements of claims subject to indemnification under this Article will:
 - a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party

- from the claimant or plaintiff for all liability in respect of such claim; and
- b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- (ix) if a Party makes a claim under the indemnity set out under Article 3.16.1 in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

3.17 Limitation of Liability

- (i) There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property proximately caused by a Party's negligent acts or willful misconduct.
- (ii) Neither this Agreement nor the SLA grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than

between the respective Parties to this Agreement or the SLA, as the case may be.

- (iii) Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of 3 years from the date when the cause of action first arose or within such longer period as may be permitted by applicable law without the possibility of contractual waiver or limitation.
- (iv) PLRS or its nominated agencies shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.

3.18 Force Majeure

The successful Tenderer/ shall not be liable for forfeiture of its Implementation Guarantee, Performance Security, 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 Operator and not involving the successful Tenderer/ fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the Authorised Representative, PLRS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Operator shall promptly notify the Authorised Representative, PLRS in writing of such condition and the cause thereof. Unless otherwise directed by the Authorised Representative, PLRS in writing, the Operator 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.

3.19 Successors

That this Agreement shall bind successors and permitted assigns and liquidator or administrator of the Operator with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties.

3.20 Resolution of disputes

- a. Authorised Representative, PLRS and the selected Tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- b. If, after thirty (30) days from the commencement of such informal negotiations, Authorised Representative, PLRS and the selected Tenderer/ have been unable to resolve 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 mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996.
- c. All Arbitration proceedings shall be held at Jalandhar Punjab, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

3.21 Change Control Procedure

This clause describes the procedure to be followed in the event of any proposed change to the Master Service Agreement ('MSA'), Project Implementation Phase, Operation and Management SLA and Scope of Work ('SOW'). Such change shall include, but shall not be limited to, changes in the scope of services provided by the Operator and changes to the terms of payment as stated in the Terms of Payment Schedule of RFP Volume 2 Section 3.13.

PLRS and the Operator recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organising processes and responsibilities without a material effect on the cost. The Operator will endeavour, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule of RFP Volume 2 and PLRS or its nominated agencies will work with the Operator to ensure that all changes are discussed and managed in a constructive manner.

This Change Control Schedule sets out the provisions which will apply to changes to (a) the MSA; (b) the Project Implementation; (c) Operation and Management SLA and; (d) SOW from the Project Manager appointed in accordance with the Governance clause.

3.21.1 Change Management Process

Change Control Note ("CCN")

- a. Change requests in respect of the MSA, the Project Implementation, the Operation and Management SLA or SOW will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN attached the end of this clause. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.

- b. The Operator and PLRS or its nominated agencies, during the Project Implementation Phase and PLRS or its nominated agencies during the Operations and Management Phase and while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the Scope of Services as detailed in

Volume I of the RFP and is suggested and applicable only after the testing, commissioning and certification of the Pilot Phase and the Project Implementation Phase as set out in this Agreement.

- c. It is clarified here that any change of control suggested beyond 15% of the value of this Project will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract.

3.21.2 Quotation

- a. The Operator shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN the Operator shall provide as a minimum:
 - i a description of the change; and
 - ii a list of deliverables required for implementing the change; and
 - iii a timetable for implementation; and
 - iv an estimate of any proposed change; and
 - v any relevant acceptance criteria; and
 - vi an assessment of the value of the proposed change to PLRS or its nominated agencies; and
 - vii material evidence to prove that the proposed change is not already covered within the scope of the project, SLA ,SOW or MSA.
- b. Prior to submission of the completed CCN to PLRS or its nominated agencies or PLRS or its nominated agencies, the Operator will undertake its own internal review of the proposal and obtain all necessary internal approvals prior to submission to PLRS or its nominated agencies. As a part of this internal review process, the Operator shall consider the materiality of the proposed change in the context of the MSA, the Project Implementation, Operation and Management SLA and SOWs affected by the change and the total effect that may arise from implementation of the change.

- c. Materiality criteria will be established by the PLRS or its nominated agencies and the Operator's Project Manager. These will be used to assess whether any proposed change is likely to have a potential impact on the state. Changes requiring no escalation of authority can be implemented. Discussion and agreement as to materiality will be held in accordance with the Governance clause.

3.21.3 Costs

- a. Subject to point b and point c below each Party shall be responsible for its own costs incurred in the quotation; preparation of CCNs and in the completion of its obligations described in this process provided the Operator meets the obligations as set in the CCN. In the event the Operator is unable to meet the obligations as defined in the CCN then the cost will be solely borne by the Operator.
- b. If PLRS or its nominated agencies during the Project Implementation Stage or during the Operation and Management Phase makes a request for a change which the Operator (acting reasonably) considers to be extraordinary, then it shall so notify PLRS or its nominated agencies as the case may be, and the Parties shall use good faith efforts to agree upon the allocation of the costs of both Parties incurred in the quotation and preparation of CCNs and in the completion of its obligations described in this process.
- c. If the Operator makes a request for a change which PLRS or its nominated agencies (acting reasonably) considers to be extraordinary then it shall so notify the Operator and the Parties shall use good faith efforts to agree upon the allocation of the costs of both Parties incurred in the quotation, impact analysis and preparation of CCNs and in the completion of its obligations described in this process.
- d. If either Party considers that a change is wrongly classified by the other as 'extraordinary' under point a and point b above, it may refer

the matter to the escalation procedure as specified in the Governance clause.

3.21.4 Reporting

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

3.21.5 PLRS and the OPERATOR Obligations

The Operator shall be obliged to implement any proposed changes once approval in accordance with point 2 above has been given, with effect from the date agreed for implementation.

CHANGE CONTROL NOTE

Change Control Note		CCN Number:
Part A: Initiation		
Title		
Originator		
Sponsor		
Date of Initiation		
Details of Proposed Change		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, A3 etc.)		

Change Control Note		CCN Number:
Authorised by PLRS	Date:	
Name		
Signature		
Received by the Operator	Date:	
Name		
Signature		

Change Control Note		CCN Number:
Part B : Evaluation		
(Identify any attachments as B1, B2, and B3 etc.) Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other issue.		
Brief Description of Solution:		

Change Control Note	CCN Number:
Impact:	
Deliverables:	
Timetable:	
Charges for Implementation: (including a schedule of payments)	
Other Relevant Information (including value-added and acceptance criteria)	
Authorised by the Operator	Date:
Name:	
Signature:	

Change Control Note	CCN Number :
Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	

Change Control Note	CCN Number :
<p>Approved</p> <p>Rejected</p> <p>Requires Further Information (as follows, or as Attachment 1 etc.)</p>	
For PLRS	For the Operator
Signature	Signature
Name	Name
Title	Title
Date	Date

3.22 Exit Management

3.22.1 Purpose

- (i) This clause sets out the provisions which will apply on expiry or termination of the MSA (Master Service Agreement), the Project Implementation, Operation and Management SLA (Service Level Agreement) and SOW (Scope of Work).

- (ii) In the case of termination of the Project Implementation and/or Operation and Management SLA or SOWs due to illegality, the Parties ('PLRS', 'Selected Tender') shall agree at that time whether, and if so during what period, the provisions of this clause shall apply.
- (iii) The Parties shall, and shall ensure that their respective associated entities, in case of PLRS, PLRS or its nominated agencies and sub-contractors in case of the Selected Tenderer, carry out their respective obligations set out in this Exit Management Clause.

3.22.2 Transfer of Assets

- (i) The Selected Tenderer shall be entitled to use the Assets for the duration of the exit management period which shall be the two month period from the date of expiry or termination of the MSA.
- (ii) PLRS during the Project Implementation Phase and PLRS during the Operation and Management Phase shall be entitled to serve notice in writing on the Selected Tenderer at any time during the exit management period as detailed hereinabove requiring the Selected Tenderer to provide PLRS or its nominated agencies with a complete and up to date list of the Assets to PLRS or its nominated agencies within 30 days of such notice. PLRS shall then be entitled to serve notice in writing on the Selected Tenderer at any time prior to the date that is 30 days prior to the end of the exit management period requiring the Selected Tenderer to sell any of the Assets to be transferred to PLRS or its nominated agencies at market value (as determined as of the date of such notice).
- (iii) Upon service of a notice under point 3.22.2(ii) the following provisions shall apply:
 - a. In the event, if the Assets to be transferred are mortgaged to any financial institutions by the Selected Tenderer, the Selected Tenderer shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents

regarding the discharge of such lien and liabilities shall be furnished to PLRS or its nominated agencies.

- b. All risk in and title to the Assets to be transferred to be purchased by PLRS or its nominated agencies pursuant to 3.22.2(ii) shall be transferred to PLRS or its nominated agencies, on the last day of the exit management period.
- c. PLRS or its nominated agencies shall pay to the Selected Tenderer on the last day of the exit management period for the equipment completing five years of usage (other than equipment supplied on upfront basis) to be transferred in fine working order to PLRS on zero cost basis and the balance equipment on mutually agreed depreciated value.
- d. That on the expiry of this clause, the Selected Tenderer and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all Confidential Information and all other related materials in its possession, including all the hardware supplied by Selected Tenderer under this clause to PLRS or an official authorized by PLRS.
- e. That the products and technology delivered to PLRS during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by Selected Tender to other locations apart from the locations mentioned in the RFP without prior written notice and approval of PLRS. All hardware, software & documents used by selected tender for PLRS shall be the legal properties of PLRS.

3.22.3 Cooperation and Provision of Information

- (i) During the exit management period:
 - a. The Selected Tenderer will allow PLRS 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 PLRS or its nominated agencies to assess the existing services being delivered;

- b. Promptly on reasonable request by PLRS or its nominated agencies, the Selected Tenderer shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the MSA, the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services (whether provided by the Selected Tenderer or sub contractors appointed by the Selected Tenderer). PLRS 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 Selected Tenderer shall permit PLRS or its nominated agencies and/or any Replacement Selected Tenderer to have reasonable access to its employees and facilities as reasonably required by PLRS or its nominated agencies to understand the methods of delivery of the services employed by the Selected Tenderer and to assist appropriate knowledge transfer.

3.22.4 Confidential Information, Security and Data

- (i) The Selected Tenderer will promptly on the commencement of the exit management period supply to PLRS 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 of sub contractors in relation to the services; and
 - b. Documentation relating to PLRS Intellectual Property Rights; and
 - c. PLRS data and confidential information; and

- d. Documentation relating to sub-contractors; and
 - e. All current and updated PLRS data as is reasonably required for purposes of PLRS or its nominated agencies transitioning the services to its Replacement Selected Tenderer in a readily available format nominated by PLRS or its nominated agencies; and
 - f. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable PLRS or its nominated agencies, or its Replacement Selected Tenderer to carry out due diligence in order to transition the provision of the Services to PLRS or its nominated agencies, or its Replacement Selected Tenderer (as the case may be).
- (ii) Before the expiry of the exit management period, the Selected Tenderer shall deliver to PLRS or its nominated agencies all new or up-dated materials from the categories set out in 3.22.4(i) above and shall not retain any copies thereof, except that the Selected Tenderer shall be permitted to retain one copy of such materials for archival purposes only.
- (iii) Before the expiry of the exit management period, unless otherwise provided under the MSA, PLRS or its nominated agencies shall deliver to the Selected Tenderer all forms of Selected Tenderer confidential information which is in the possession or control of PLRS or its nominated agencies or its users.

3.22.5 Employees

- (i) Promptly on reasonable request at any time during the exit management period, the Selected Tenderer shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to PLRS or its nominated agencies a list of all employees (with job titles) of the Selected Tenderer

dedicated to providing the services at the commencement of the exit management period;

- (ii) To the extent that any Transfer Regulation does not apply to any employee of the Selected Tenderer, PLRS or its nominated agencies, or its Replacement Tenderer may make an offer of employment or contract for services to such employee of the Selected Tenderer and the Selected Tenderer shall not enforce or impose any contractual provision that would prevent any such employee from being hired by PLRS or its nominated agencies or the selected Replacement Tenderer.

3.22.6 Transfer of certain agreements

- (i) On request by PLRS or its nominated agencies, the Selected Tenderer shall effect such assignments, transfers, novations, licenses and sub-licenses as PLRS or its nominated agencies may require in favour of PLRS or its nominated agencies, or its Replacement Selected Tenderer in relation to any equipment lease, maintenance or service provision agreement between Selected Tenderer and third party lessors, vendors, or Selected Tenderer, and which are related to the services and reasonably necessary for the carrying out of replacement services by PLRS or its nominated agencies, or its Replacement Selected Tenderer.

3.22.7 Right of Access to Premises

- (i) At any time during the exit management period, where Assets are located at the Selected Tenderer's premises, the Selected Tenderer 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) PLRS or its nominated agencies, and/or any Replacement Selected Tenderer in order to inventory the assets or Assets.

- (ii) The Selected Tenderer shall also give PLRS or its nominated agencies, or any Replacement Selected Tenderer right of reasonable access to the Selected Tenderer's premises and shall procure PLRS or its nominated agencies and any Replacement Selected Tenderer rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to PLRS or its nominated agencies, or a Replacement Selected Tenderer.

3.22.8 General Obligations of the Selected Tenderer

- (i) The selected tenderer shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to PLRS or its nominated agencies or its replacement selected tenderer and which the selected tenderer has in its possession or control at any time during the exit management period.
- (ii) For the purposes of this Clause, anything in the possession or control of any Selected Tenderer, associated entity, or sub contractor is deemed to be in the possession or control of the Selected Tenderer.
- (iii) The selected tenderer shall commit adequate resources to comply with its obligations under this Exit Management Clause.

3.22.9 Exit Management Plan

- (i) The Selected Tenderer shall provide PLRS 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 MSA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.

- a. A detailed programme of the transfer process that could be used in conjunction with a Replacement Selected Tenderer 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 the communication with such of the Selected Tenderer's sub contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on PLRS's operations as a result of undertaking the transfer; and
 - c. If applicable, proposed arrangements for the segregation of the Selected Tenderer's networks from the networks employed by PLRS or its nominated agencies and identification of specific security tasks necessary at termination; and
 - d. Plans for provision of contingent support to PLRS or its nominated agencies, and Replacement Selected Tenderer for a reasonable period after transfer for the purposes of providing service for replacing the Services.
- (ii) The Selected Tenderer shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
 - (iii) Each Exit Management Plan shall be presented by the Selected Tenderer to and approved by PLRS or its nominated agencies.
 - (iv) In the event of termination or expiry of MSA, Project Implementation, Operation and Management SLA or SOWs each Party shall comply with the Exit Management Plan.
 - (v) During the exit management period, the Selected Tenderer shall use its best efforts to deliver the services.
 - (vi) Payments during the Exit Management period shall be made in accordance with the Compensation and Billing Clause.

- (vii) This Exit Management plan shall be furnished in writing to PLRS or its nominated agencies within 90 days from the Effective Date of MSA.

3.23 Insurance Requirement

Selected Tenderer shall maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, assets, data, software, etc. and submit the list of all the insured items to PLRS prior to the start of operations. Selected Tenderer shall take and keep effective all the insurances during the period of the Contract.

3.24 Notices

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed in writing to the party's address. A notice shall be effective from the date when delivered, tendered or affixed on notice board whichever is earlier.

3.25 Software Licenses

All application, database and other software licenses used for application implementation and operation Citizen Service Center would be procured specifically for this initiative in the name of "**Punjab Land Records Society, Punjab**". No illegal software license is to be used.

3.26 Audit, Access and Reporting

The Parties shall comply with the Audit, Access and Reporting Schedule.

The Operator shall on request allow access to PLRS or its nominated agencies and its nominees to all information which is in the possession or control of the Operator which relates to the provision of the Services as set out in the

Audit, Access and Reporting Schedule and is reasonably required to comply with the terms of the Audit, Access and Reporting Schedule.

3.26.1 Audit, Access and Reporting Schedule

- (i) Purpose
 - a. This Schedule details the audit, access and reporting rights and obligations of PLRS or its nominated agencies and the Operator under the MSA, Project Implementation, Operation and Management SLA and SOWs.

- (ii) Audit Notice and Timing
 - a. As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase. Such time table may be reviewed every 3 months. During the Implementation Phase, PLRS or its nominated agency and thereafter during the Operation Management Phase, PLRS or its nominated agencies shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Operator any further notice of carrying out such audits.
 - b. PLRS or its nominated agencies during the Project Implementation Phase and during the Operation and Management Phase may conduct non-timetabled audits at their own discretion if they reasonably believe that such non-timetabled audits are necessary as a result of an act of fraud by a Operator, a security violation, or breach of confidentiality obligations by the Operator, provided that the requirement for such an audit is notified in writing to the Operator a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the

Operator considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Clause.

- c. The frequency of audits which shall be 6 monthly, provided always that PLRS or its nominated agencies shall endeavour to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Operator.
- d. The audit and access rights contained within this Schedule shall survive the termination or expiration of the MSA for a period of twenty-four (24) months. For the avoidance of doubt, this right of audit shall not apply to data and records returned to PLRS or its nominated agencies or a user or destroyed in accordance with Exit Management Schedule.

(iii) Access

- a. The Operator shall, during the Project Implementation Phase, provide to PLRS or its nominated agencies, and during the Operation and Management Phase provide to PLRS or its nominated agencies, or its or their authorised representatives reasonable access to employees, subcontractors, suppliers, agents, third party facilities, including leased premises used for Physical Front Offices as detailed in Volume I of the RFP, data recovery centers, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. PLRS or its nominated agencies during the Project Implementation Phase and PLRS or its nominated agencies during the Operation and Management Phase shall have the right to copy and retain copies of any relevant records. The Operator shall make every reasonable effort to co-operate with PLRS or its nominated agencies in effecting the audits.

(iv) Audit Rights

- a. PLRS or its nominated agencies during the Project Implementation Phase and PLRS or its nominated agencies during the Operation and Management Phase shall have the right to audit and inspect suppliers, agents, facilities, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:
- (i) The security, integrity and availability of all PLRS or its nominated agencies data processed, held or conveyed by the Operator on behalf of PLRS or its nominated agencies and its users and documentation related thereto;
 - (ii) That the actual level of performance of the services is the same as specified in the Project Implementation, Operation and Management SLA and SOWs;
 - (iii) That the Operator have complied with the relevant technical standards, and otherwise has adequate internal controls in place; and
 - (iv) The compliance of the Operator with any other obligation under the MSA and/or the Project Implementation, Operation and Management SLA and SOWs.
- b. For the avoidance of doubt the audit rights under this Schedule shall not include access to the Operator's profit margins or overheads associated with any obligation under the MSA.
- (v) Audit Rights of Sub-Contractors, Suppliers and Agents
- a. The Operator and, during the Project Implementation Phase and Operation and Management Phase or under any SOWs, shall use reasonable endeavours to achieve the same audit and access provisions as defined in this Schedule with sub-contractors, suppliers and agents who supply labour, services, equipment or materials in respect of the services. The Operator shall inform

PLRS or its nominated agencies during the Project Implementation Phase and the Operation and Management Phase prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.

- b. Reporting: The Operator will provide quarterly reports to PLRS or its nominated agencies during the Project Implementation Phase and Operation and Management Phase or under any SOWs regarding any specific aspects of the Project and in context of the audit and access information as required by PLRS and its nominated agencies.

(vi) Action and Review

- a. Any change or amendment to the systems and procedures of the Operator, or sub-contractors, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.
- b. Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to PLRS or its nominated agencies during the Project Implementation Phase or to PLRS or its nominated agencies, during the Operation and Management Phase, the Authorised Representative (PLRS) and the Operator who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the MSA (and, if relevant, the Project Implementation, the Operation and Management SLA and SOWs).

(vii) Terms of Payment

- a. PLRS or its nominated agencies and the Operator and its sub-contractors, if any, shall bear their own costs of any audits and inspections. The terms of payment are inclusive of any costs of the Operator and the sub-contractor, for all reasonable assistance and information provided under the MSA, the Project

Implementation, Operation and Management SLA or SOWs by the Operator pursuant to this Schedule.

(viii) Records and Information

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

3.27 Governance

The purpose of this Schedule is to:

- (i) Establish and maintain the formal and informal processes for managing the PLRS or its nominated agencies/Operator relationship (including the outputs from other Schedules to this Agreement;
- (ii) Define the principles that both Parties wish to follow to ensure the delivery of the Services;
- (iii) Ensure the continued alignment of the interests of the Parties;
- (iv) Ensure that the relationship is maintained at the correct level within each Party;
- (v) Create the flexibility to revise and maintain the relationship and this Agreement during the Term;
- (vi) Set out the procedure for escalating disagreements; and
- (vii) Enable contract administration and performance management.

1. Project Managers: The relationship under this Agreement will be managed by the project managers appointed by each Party, who will provide the interface between the executive management of the respective Parties.

2. Project Management Committee: Within one month following the Effective Date, PLRS or its nominated agencies and the Operator shall each appoint a project manager and one representative from the PLRS's nominated agencies

(hereinafter the "Project Manager"). In the case of PLRS or its nominated agencies, the Project Manager will be an individual who is appointed by PLRS or its nominated agencies. In the case of the Operator, the Project Manager will be an individual who is an organisational peer of PLRS Project Manager. In the event that either Party wishes to substitute its Project Manager it will do so in manner in which the original appointment is made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within fourteen days of the substitution.

3. The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.

4. The Management Committee will meet formally on a quarterly basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items: (i) consideration of Quarterly Performance Reports; (ii) consideration of matters arising out of the Change Control Schedule; (iii) issues escalated in accordance with the escalation procedure as set out in the Governance Schedule; (iv) matters to be brought before the Management Committee in accordance with the MSA and the Schedules; (v) any matter brought before the Management Committee by the Operator under point 9 below; and (vi) any other issue which either Party wishes to add to the agenda.

5. In the event that there is any material factor which affects the delivery of the Services or the terms of payment as stated in the Compensation and Billing Clause, the Parties agree to discuss in the Management Committee any appropriate amendment to the Agreement or any Service Level Agreements or Scope of Works including any variation to the terms of payment as stated in the Compensation and Billing Clause. Any variation so agreed shall be implemented through the change control procedure as set out in the Change Control Schedule.

6. Governance Procedures: The Operator shall document the agreed structures in a procedures manual.

7. The agenda for each meeting of the Management Committee shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the Parties or at the request of either Party. Copies of the agenda for meetings of the Management Committee, along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.

8. All meetings and proceedings will be documented; such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.

9. The Parties shall ensure as far as reasonably practicable that the Management Committee shall resolve the issues and resolve the objectives placed before them and that members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.

10. The Operator shall participate with other sub-contractors, approved by PLRS or its nominated agencies and coordinate the receipt and delivery of the Services in a regular programme of liaison between the Project Manager or any other representative of PLRS or its nominated agencies and each of the sub-contractors.

11. The Committee of Officers shall constitute of:

- (a) Financial Commissioner Revenue, Punjab - Chairperson
- (b) Director Land Records, Punjab - Member
- (c) _____ - Member
- (d) _____ , - Member
- (e) _____ , - Member

12. Escalation Procedure Costs: The Parties shall first submit any dispute or disagreement between the Parties arising out of or relating to and/or in connection with this Agreement or any Service Level Agreement or Scope of

work which is not a Material Breach to the Financial Commissioner, Punjab. In case the Disputed Matter remains unresolved, the same shall be then submitted to _____. If the Disputed Matter still remains unresolved, it shall refer to _____. If the dispute still persists, then the matter will be referred to Management Committee. If the Management Committee also fails to resolve the Disputed Matter, the issue may be referred to the Committee of Officers. The process of the referral of the Disputed Matter is stated herein below:

- (a) In order formally to submit a Disputed Matter to the aforesaid fora, one Party ("Claimant") shall give a written notice ("Dispute Notice") to the other Party. The Dispute Notice shall be accompanied by (a) a statement by the Claimant describing the Disputed Matter in reasonable detail and (b) documentation, if any, supporting the Claimant's position on the Disputed Matter.
- (b) The other Party ("Respondent") shall have the right to respond to the Dispute Notice within 7 days after receipt of the Dispute Notice. In the event that the fora is unable to resolve the Disputed Matter within a further period of 7 days, it shall refer the Disputed Matter to next level of the dispute resolution fora.
- (c) All negotiations, statements and/or documentation pursuant to these point 12 (a) and (b) shall be without prejudice and confidential (unless mutually agreed otherwise).
- (d) If the Disputed Matter is having a material effect on the operation of the Services (or any of them or part of them) the Parties will use all their respective reasonable endeavours to reduce the elapsed time in reaching a resolution of the Disputed Matter.

13. If the Committee of Officers also cannot resolve the Disputed Matter within 15 days (or such longer period as the Parties may agree in writing) from the date of being informed by the Management Committee regarding such Disputed Matter, the Disputed Matter may be referred by either of the

Parties to arbitration in accordance with Clause 4.16 ('Resolution of Disputes').

14. Costs: The time and resource costs of complying with its obligations under this Governance Schedule shall be borne by the Party incurring it.

3.28 Intellectual Property of the application

During the Operation phase, the responsibility to maintain the IPR would lie with the Operator and the Operator will transfer the IPR to the Administration during the Transfer stage. Following conditions apply:

- (i) **Ownership and Title:** Title to the minor enhancements, point updates and documentation, including ownership rights to patents, copyrights, trademarks and trade secrets therein shall be the exclusive property of PLRS.
- (ii) **Reverse Engineering:** Tenderer shall not reverse engineer any major, minor enhancement or point update.
- (iii) **Confidentiality:** Tenderer hereby acknowledges that the minor enhancements, point updates, and documentation may contain information that may be trade secret and proprietary to PLRS. Tenderer hereby agrees not to disclose such information except to persons and organizations expressly authorized by PLRS to receive such information. Tenderer shall not remove or alter any copyright notices or proprietary legends affixed by PLRS to such minor enhancements, point updates or documentation.
- (iv) **Copies:** Tenderer shall make available to PLRS an additional copy of the minor enhancements, point updates and documentation for back-up use on the Computer.

Limitation of Damages: Tenderer shall not be liable for any failure to perform its services because of circumstances beyond the control of tenderer, which such circumstances shall include (without limitation) natural disaster, terrorism, labor disputes, war, declarations of governments and transportation delays.

3.29 Governing Law Jurisdiction

That this Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Jalandhar, Punjab only.

3.30 Survival of Provisions

That the terms and provisions of this Agreement which by their nature and content are intended to survive the performance hereof by any or all parties hereto shall so survive the completion and termination of this Agreement.

3.31 Rights and Remedies

That all rights and remedies conferred under this Agreement or by law shall be cumulative and may be exercised singularly or concurrently.

3.32 General Provisions

- a. **Paragraph Headings:** Paragraph headings are for convenience only and shall not be a part of the Terms and Conditions of this Agreement.
- b. **Severability:** if any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this agreement shall remain unimpaired and be in full force and effect.

3.33 Corporate Authority / Further Assurances

That the Operator represents that it has taken all necessary corporate action to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request. An authenticated list of the Officers of the Operator who are authorized to sign and/or execute this Agreement and/or other related documents in writing should be provided to Authorised Representative, PLRS duly authenticated by the Operator.

3.34 Performance Bank Guarantee

- 1 The successful tenderer shall at his own expense deposit with Authorised Representative, Punjab Land Records Society, within thirty (30) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized bank acceptable to Authorised Representative, Punjab Land Records Society, payable on demand, for the due performance and fulfillment of the contract by the tenderer.
- 2 The performance guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.
- 3 This Performance Bank Guarantee will be for an amount Rs. 1 Crore (Rupees One Crore only) per division. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the tenderer.
- 4 The performance bank guarantee shall be valid till the end of six months from the date of "Transfer" (six months after Transfer). 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.
- 5 The PBG may be in the form of two year guarantee to be renewed by the tenderer at least 3 months prior to its expiry, for another period of 2 year, or till the end of 6 months after "Transfer".
- 6 The Performance Bank Guarantee may be discharged / returned by Authorised Representative, Punjab Land Records Society upon being satisfied that there has been due performance of the obligations of the Tenderer under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- 7 In the event of the Tenderer being unable to service the contract for whatever reason, Authorised Representative, Punjab Land Records Society would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Authorised Representative, Punjab Land Records Society

under the Contract in the matter, the proceeds of the PBG shall be payable to Authorised Representative, Punjab Land Records Society as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract. Authorised Representative, Punjab Land Records Society shall notify the Tenderer in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Tenderer is in default.

- 8 Authorised Representative, Punjab Land Records Society shall also be entitled to make recoveries from the Tenderer's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconception or misstatement.

3.35 Obligations of the selected agency(s)

- 1 The selected agency shall be obliged to work closely with revenue department and abide by directives issued by the department authorities.
- 2 The selected agency shall abide by the job safety measures prevalent in India and will free Authorised Representative, Punjab Land Records Society from all demands or responsibilities arising from accidents or loss of life the cause of which is the agency's negligence. The agency will pay all indemnities arising from such incidents and will not hold Authorised Representative, Punjab Land Records Society responsible or obligated.
- 3 The selected agency will treat as confidential all data and information, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Authorised Representative, PLRS.
- 4 The selected agency shall install and use only the recommended / supplied software and hardware in specified quantities during the period the contract.

- 5 The set up and the manpower deployed shall be dedicated for the use of Department of Revenue office work only. It shall not be used for any other purpose during or after office hours or holidays.
- 6 If required, selected agency shall be responsible for the maintenance, up keep and up gradation of all the hardware devices installed by him during the period of the contract for the fulfillment of service levels as agreed.
- 7 The contract shall not be assigned or sublet to any third party without the written approval of the Authorised Representative, Punjab Land Records Society.
- 8 The selected agency must handle carefully all the equipments and work. He should not affect the normal working of Government office. Right time attendance and work is important, otherwise it shall be treated as non-cooperation to department, which will liable for termination of contract.

The contract shall comply with all rules regulations byelaws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges that are livable on him without any extra cost to the Authorised Representative, PLRS.

3.36 Inspection & test

- Authorised Representative, PLRS reserve the right of inspection and testing of the goods prior to delivery and after delivery at the site, or at anytime during the period of the contract.
- Authorised Representative, PLRS' right to inspect, test and, wherever necessary, reject the Goods after the Goods arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by Authorised Representative, PLRS or its representative prior to the Goods shipment.

3.37 Delivery & Documents

Delivery of Goods shall be made by the selected agency strictly in accordance with the specifications of the tender document or in case of deviations, the specifications approved and accepted by the Authorised Representative, PLRS

3.38 Third Party Beneficiaries

That except as specifically set forth or referred to herein, nothing contained or implied herein is intended or shall be construed to convey any rights upon any person or entity other than that of the Operator and PLRS.

3.39 Third Party Claims

The selected agency(s) shall indemnify Authorised Representative, PLRS 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 India.

3.40 Ownership of Equipments

All the equipments provided by the selected agency(s) shall virtually have the right to use of the property by Authorised Representative, PLRS throughout the contract period though the ultimate transfer may come much later, after the expiry of the contract period. The selected agency will therefore will not shift, move, and transfer the equipments without the prior consent of Authorised Representative, PLRS. Such a request by the agency should be made with suitable justification and reasoning. However, the selected tenderer will be allowed to carry out normal maintenance activities as scheduled.

Ownership of all the data created during the period of contract shall be the property of the Authorised Representative, PLRS.

No third party interest in any form (lien, mortgage, hypothecation etc.) without the prior approval and consent of Authorised Representative, PLRS can be created on the assets, equipments etc. installed by the selected agency (s).

3.41 Prevention of Corrupt or Fraudulent Practices

Authorised Representative, PLRS requires that agencies observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, "Authorised Representative, PLRS":

- (a) Defines for the purposes of this provision, the terms set forth as follows:
 - (1) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and
 - (2) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or execution of a contract to the detriment of Authorised Representative, PLRS, and includes collusive practice among agency's (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Authorised Representative, PLRS of the benefits of the free and open competition;
- (b) Will reject a proposal for award if it determines that the Operator recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
- (d) The following actions would be taken in case of any fraudulent practices adopted by the selected bidder during the course of contract:
 - a. The BOOT Operator would be required to immediately dismiss the operators involved in the fraud and any or both of the following action would be taken by PLRS:
 - i. Legal action would be initiated by the authorities.
 - ii. Loss to State Exchequer due to the fraud attributable to BOOT Operator's personnel would be fulfilled by the BOOT Operator.

- iii. The payment for that month and for the subsequent 2 months would be forfeited by PLRS.

The past performance of the agency will be cross -checked if necessary. If the facts are proven to be dubious the agency's tender will be ineligible for further processing.

The selected agency shall hire employees only after checking past records.

The data generated out of transactions shall not be misused in any way.

All the software used must be duly licensed.

Interpretation of Clauses

In case of any ambiguity in the interpretation of any of the clauses in the tender document, Director Land Record's interpretation of the clauses shall be final and binding on all parties.

3.42 Contract amendment

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

IN WITNESS WHEREOF, the parties have hereunto set and subscribed their respective hands and seal at _____the day, month and year first herein above written.

SIGNED, SEALED AND DELIVERED

By the within named Punjab Land Record Society, H.O Directorate of Land Records Punjab, India through its authorized signatory.

Through it's Authorized Signatory in the presence of

1.

SIGNED, SEALED AND DELIVERED

By the within named M/s.

Through it's Authorized Signatory in the presence of

1.

2.