

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 it's 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.

1.11 Sub-Contractors

- a. Operator can subcontract work in the following area's; but it has to take Authorised Representative, PLRS 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 operator to any contractor or sub-contractor.



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1.12 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.

1.13 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 endeavors 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.



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- f. The physical security at the premises allotted for the purpose of Data Entry & Digitisation of Land Records and O&M for provision of Land Records Services would be the responsibility of the Operator.

1.14 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

1.15 Termination

1.15.1 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 Operator, may terminate the Contract fully or in part:

- If the Operator/ fails to deliver any or all Contracted services as per service standards specified in the Contract and fails to remedy the default within 60 days of start of default, or
- If the Operator/ fails to perform any other obligation(s) under the Contract and fails to remedy the default within 60 days of start of default, or
- If the Operator 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



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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 Operator shall be liable to Authorised Representative, Punjab Land Records Society for any excess costs for such similar services. However, the Operator 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 Operator on depreciated Book Value of the assets, without prejudice to any other action as contemplated in the Contract.

1.15.2 Termination for Insolvency

Authorised Representative, Punjab Land Records Society, may at any time terminate the Contract by giving written notice to the Operator, if the Operator becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Operator, 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.

1.15.3 Termination for Convenience

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



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1.16 Indemnification

1.16.1 Subject to Article 1.16.2 below, Operator (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.

1.16.2 The indemnities set out in Articles 1.16.1 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



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- 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 1.16.1 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).

1.17 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



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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.

1.18 Force Majeure

The Operator 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 Operator's 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.

1.19 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.



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1.20 Resolution of disputes

- a. Authorised Representative, PLRS and the Operator 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 Operator 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.

1.21 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 Article 1.8 of MSA.

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 endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Article 1.8 of MSA 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.



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1.21.1 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.

1.21.2 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



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- 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.

1.21.3 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



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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.

1.21.4 Reporting

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

1.21.5 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.



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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.)		
Authorised by	Date:	
PLRS		
Name		
Signature		
Received by the Operator	Date:	
Name		
Signature		



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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:	
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:	



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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)	
Approved	
Rejected	
Requires Further Information (as follows, or as Attachment 1 etc.)	
For PLRS	For the Operator
Signature	Signature
Name	Name
Title	Title
Date	Date



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1.22 Exit Management

1.22.1 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 Operator, carry out their respective obligations set out in this Exit Management Clause.

1.22.2 Transfer of Assets

- (i) The Operator 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 Operator at any time during the exit management period as detailed hereinabove requiring the Operator 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 Operator at any time prior to the date that is 30 days prior to the end of the exit management period requiring the Operator 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 1.22.2(ii) the following provisions shall apply:
 - a. In the event, if the Assets to be transferred are mortgaged to any financial institutions by the Operator, the Operator shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding



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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 1.22.2(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 Operator 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 Operator 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 Operator 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.

1.22.3 Cooperation and Provision of Information

- (i) During the exit management period:
 - a. The Operator 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 Operator 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



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Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services (whether provided by the Operator or sub contractors appointed by the Operator). 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 Operator shall permit PLRS or its nominated agencies and/or any Replacement Operator 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 Operator and to assist appropriate knowledge transfer.

1.22.4 Confidential Information, Security and Data

- (i) The Operator 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 Operator 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 Operator to carry out due diligence in order to transition the provision of the Services to PLRS or its nominated agencies, or its Replacement Operator (as the case may be).
- (ii) Before the expiry of the exit management period, the Operator shall deliver to PLRS or its nominated agencies all new or up-dated




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materials from the categories set out in 1.22.4(i) above and shall not retain any copies thereof, except that the Operator 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 Operator all forms of Operator confidential information which is in the possession or control of PLRS or its nominated agencies or its users.

1.22.5 Employees

- (i) Promptly on reasonable request at any time during the exit management period, the Operator 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 Operator 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 Operator, PLRS or its nominated agencies, or its Replacement Operator may make an offer of employment or contract for services to such employee of the Operator and the Operator 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 Operator.

1.22.6 Transfer of certain agreements

- (i) On request by PLRS or its nominated agencies, the Operator shall effect such assignments, transfers, innovations, licenses and sub-licenses as PLRS or its nominated agencies may require in favour of PLRS or its nominated agencies, or its Replacement Operator in relation to any equipment lease, maintenance or service provision agreement between Operator and third party lessors, operators, or Operator, 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 Operator.



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1.22.7 Right of Access to Premises

- (i) At any time during the exit management period, where Assets are located at the Operator's premises, the Operator 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 Operator in order to inventory the assets or Assets.
- (ii) The Operator shall also give PLRS or its nominated agencies, or any Replacement Operator right of reasonable access to the Operator's premises and shall procure PLRS or its nominated agencies and any Replacement Operator 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 Operator.

1.22.8 General Obligations of the Operator

- (i) The Operator 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 Operator and which the Operator 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 Operator, associated entity, or sub contractor is deemed to be in the possession or control of the Operator.
- (iii) The Operator shall commit adequate resources to comply with its obligations under this Exit Management Clause.

1.22.9 Exit Management Plan

- (i) The Operator 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 program of the transfer process that could be used in conjunction with a Replacement Operator including details of the



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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 Operator'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 Operator'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 Operator for a reasonable period after transfer for the purposes of providing service for replacing the Services.
- (ii) The Operator 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 Operator 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 Operator 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.

1.23 Insurance Requirement

Operator 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



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insured items to PLRS prior to the start of operations. Operator shall take and keep effective all the insurances during the period of the Contract.

1.24 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.

1.25 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.

1.26 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.

1.26.1 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 endeavors to agree to a timetable for routine audits during the Project Implementation Phase and the



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Operation and Management Phase. Such time table may be reviewed every 3 months. During the Implementation Phase, PLRS or its nominated operator 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 endeavor 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,



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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.


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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 endeavors 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).



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(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.

1.27 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



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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,



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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 program 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) All Commissioners of Revenue Divisions - Member(s)
- (c) Project Director, PLRS - Member
- (d) Project Manager, CMC - Member
- (e) Head - Operations, CMC - Member
- (f) Business Head, CMC - Member
- (g) Director Land Records, Punjab - Member Secretary.

12. Escalation Procedure: 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 Tehsildar / Naib-tahsildar of Tehsil / Sub-tehsil, Punjab. In case the Disputed Matter remains unresolved, the same shall be then submitted to Deputy Commissioner / President of District Implementation Committee of District. If the Disputed Matter still remains unresolved, it shall refer to Member Secretary, PLRS. 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


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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 endeavors 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.

1.28 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:



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- (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:** Operator shall not reverse engineer any major, minor enhancement or point update.
- (iii) **Confidentiality:** Operator hereby acknowledges that the minor enhancements, point updates, and documentation may contain information that may be trade secret and proprietary to PLRS. Operator hereby agrees not to disclose such information except to persons and organizations expressly authorized by PLRS to receive such information. Operator shall not remove or alter any copyright notices or proprietary legends affixed by PLRS to such minor enhancements, point updates or documentation.
- (iv) **Copies:** Operator 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: Operator shall not be liable for any failure to perform its services because of circumstances beyond the control of Operator, which such circumstances shall include (without limitation) natural disaster, terrorism, labor disputes, war, declarations of governments and transportation delays.

1.29 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.

1.30 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.

1.31 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.



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1.32 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.

1.33 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.

1.34 Performance Bank Guarantee

- 1 The Operator 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 Operator.
- 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 of Rs 15 lakhs. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the Operator.
- 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 Operator at least 3 months prior to its expiry, for another period of 2 year, or till the end of 6 months after "Transfer".



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- 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 Operator under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- 7 In the event of the Operator 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 Operator's failure to complete its obligations under the Contract. Authorised Representative, Punjab Land Records Society shall notify the Operator in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Operator is in default.
- 8 Authorised Representative, Punjab Land Records Society shall also be entitled to make recoveries from the Operator'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, misconstruction or misstatement.

1.35 Obligations of the operator

- 1 The operator shall be obliged to work closely with revenue department and abide by directives issued by the department authorities.
- 2 The operator 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 operator's negligence. The operator will pay all indemnities arising from such incidents and will not hold Authorised Representative, Punjab Land Records Society responsible or obligated.
- 3 The operator 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 operator shall install and use only the recommended / supplied software and hardware in specified quantities during the period the contract.



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- 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, operator 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 operator 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.

1.36 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 has 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.

1.37 Delivery & Documents

Delivery of Goods shall be made by the operator 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

1.38 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.

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1.39 Third Party Claims

The operator(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.

1.40 Ownership of Equipments

All the equipments provided by the operator(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 operator will therefore will not shift, move, and transfer the equipments without the prior consent of Authorised Representative, PLRS. Such a request by the operator should be made with suitable justification and reasoning. However, the Operator 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 operator.

1.41 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 operator'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;




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(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 Operator 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 operator 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

The RFP, the minutes of the pre-bid meeting are the integral part of this contract, however, if there is any conflict between the clauses of the documents of the RFP and the clauses of MSA, the clauses of MSA shall prevail. 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.

1.42 Contract amendment

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


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





IN WITNESS WHEREOF, the parties have hereunto set and subscribed their respective hands and seal at 16th day, October month and 2006 year first herein above written.

SIGNED, SEALED AND DELIVERED

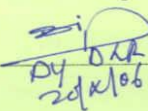
By the within named Punjab Land Record Society, H.O Directorate of Land Records Punjab, India through its authorized signatory.


Arvinder Singh Bains,
Member Secretary, Punjab Land Records Society, Jalandhar, Punjab





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Through it's Authorized Signatory in the presence of

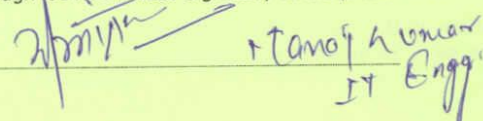
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SIGNED, SEALED AND DELIVERED

By the within named **DR. M. H. GOYAL**
General Manager - Northern Region
CMC LIMITED
Jeevan Vihar, 1st Floor
3, Sansad Marg
Dr. M. N. Road, Delhi-110001
General Manager-NR,
CMC Limited.


P.K. GUPTA

Through it's Authorized Signatory in the presence of

1. 
2.

SCHEDULE OF RATES

The following are the Schedule of the Rates payable to the Operator for provision of the Services as per the Article 1.8

FF 1 Rates for Data Digitisation

SI No	Register	Rate per record of data entry for Given register (Amount in Indian Rupees)
		Whole State
1	Jamabandi register per Khewat	9.50
2	Mutation register per Mutation entry	9.95
3	Musavis (including Field Book) per Musavi	505.00
4	Girdawari register per Khasra per season	2.10
6	Roznamcha Waqiyati register per page	0.80

Note:

1. The above charges are exclusive of all taxes and levies.
2. The data entry of Shajra Nasab would be got entered separately from the BOOT operator either on the man-month basis or per box basis to be mutually decided between the BOOT operator and PLRS subsequently.
3. For mussavis not completely filled up the payment would be made on percentage basis of area actually filled in the mussavi.



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FF 2: Rates for supply of Equipment on upfront payment basis

S.No.	Equipment	Unit Rate	Whole State	
		(in Rs.)	Qty.	Price (in Rs.)
1.	Biometric Device	6120	35	2142280
3	Switch ('Super A', A category configuration)	11100	1	11100
4	Switch (B, C, D category configuration)	2460	16	39360
5	Total Price			2192740

Note:

1. The above charges are exclusive of all taxes and levies.



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FF 3: Transaction rates for Operations and Maintenance of Tehsil Centres for Land Records: Whole State

S.No	Transaction	Volume (V)	Per Transaction Charges in Rupees					Total Charge in Rupees
			Year1 (Y1)	Year2 (Y2)	Year3 (Y3)	Year4 (Y4)	Year5 (Y5)	
1	All kinds of Nakal per page print	221970	9	9	10	10	12	11098500.00
2	Mutation Processing per mutation transaction	42802	19.1	19.1	21.1	21.1	24.1	4472809.00
3	New Jamabandi generation per page	435243	4.36	4.36	5.36	5.36	5.36	10794026.40
4	New Girdawari generation per page	282116	8	8	8	8	8	11284640.00
5	New Musavi generation per sheet	3920	475	475	475	500	500	9506000.00

Note:

1. The above charges are exclusive of all taxes and levies.
2. The entry for Fard Badr is to be done by the operator and shall be compensated at the rate of Mutation entry



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Service Categories for O&M and Per Transaction Payment

The payment for O&M of Citizen Service Centres would be provided against the front-office services to the citizens and the back-office services.

The various service categories over which the bidder would defray the O&M cost (and recover the cost in terms of usage/service charges with a declared Return on Investment) are

Category 1: Per Nakal Issuance transaction

Category 2: Per Mutation transaction

Category 3: Per page of new Jamabandi @ end of 5 year daur

Category 4: Per page of new Khasra Girdawari @ end of 5 year daur

Category 5: Per sheet of new Musavi @ end of 5 year daur

The payment shall be on per transaction charges with the bidder quoting on basis of the current volumes (based on statistics provided in Annexures 5A, 5B of Volume1 of RFP and expected annual growth). Any change in volume would be compensated through increment/decrement in per transaction charges. The "per transaction charges" would be increased / decreased for decrease / increase in volume (beyond a tolerance of 10%) after taking into account the annual growth rate. The adjustment in the payment rates would be done once in six months based on volume of transaction in the previous six months. This adjustment would be applied only to the differential volume of transactions (on the current volumes, beyond a tolerance of 10% after taking into account the annual growth rate). The Authorised Representative, PLRS will notify the adjustment for the next six months. It should be noted that the increased/decreased charges per transaction will be levied on only those transactions which fall-below/exceed 10% limit. For ex - If there are 100 transactions in one half of the year and the next half transactions increase @ 12% rate i.e., 112 transactions then 110 transactions would be paid as per the quoted price while the rest 2 transactions would be paid at a discounted rate.



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FF 4 Rate schedule for Additional Reports

S.No.	Page Size	Unit Rate including Consumables - Rs.
1	A 4	1.75
2	A 3	3.00
3	Legal	2.00
4	A 5	2.50
5	Letter	2.50

Note:

1. The above charges are exclusive of all taxes and levies.

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