

## Service Level Agreement

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

And

CMS COMPUTERS LIMITED

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**



## SERVICE LEVEL AGREEMENT

**THIS AGREEMENT** is made this 20th day of September, 2006

## 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

CMS COMPUTERS LIMITED, a registered company under the Indian Companies Act, 1956 having a registered office at 201, Arcadia Nariman Point , Mumbai – 400 021 and place of business at Plot No.91, Street No.7, MIDC, Andheri (E), Mumbai , 400 097 (hereinafter referred to as "Operator").

**MEMBER SECRETARY  
Punjab Land Records Society  
Kapurthala Raod  
JALANDHAR.**



CMS Computers (td.)  
24/8 1nd Area Chandigarh.

(14)

19/9/06

(2)

MAHIPAL RANA  
STAMP VENDOR  
ESTATE OFFICE  
U.T. CHANDIGARH

LEASE LEVEL AGREEMENT

THE AGREEMENT is made this day of September, 2006

Attegated by Mahipal Rana, Punjabi Farm Records Society, Government of Punjab, member of the committee of Office of Director Farm Records, Panchkula, Head Office, Panchkula, State-Department of Agriculture (Ministry of Agriculture), Government of India, for the execution of the purpose of the stamp of the First Part.

At the date mentioned below



M/R

MEMBER SECRETARY  
Punjabi Farm Records Society  
Kepurhira Road  
TALWANDHAN

**WHEREAS**

- A. Buyer and Operator have entered into a Master Services Agreement dated 20th September, 2006 (the "MSA").
- B. In accordance with Article 1.2 of the MSA, Buyer and Operator wish to enter into this Service-Level 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 1.7 of Master Services Agreement;

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.

*Alvin.*  
MEMBER SECRETARY  
Punjab Land Records Society  
Kapurthala Raod  
JALANDHAR.



For CMS Computers  
*[Signature]*  
Dir.

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.

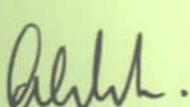
## 1.3 Objectives of the Agreement

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 undervaluation 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

For CMS Computers Lt

  
MEMBER SECRETARY  
Punjab Land Records Society  
Kapurthala Raod  
JALANDHAR



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Director

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 - Punjab Land Records Society or its Authorized Representative.
- Operator - CMS Computers Limited

#### 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
<b>Buyer</b>	Authorised Representative, PLRS		
<b>Name</b>	Member Secretary	0181-2254018	plrs_jal1@yahoo.com
<b>Operator</b>	CMS Computers Limited	022-28216511	
<b>Name</b>	K.Jagannath	09343000043	Jagannath_k@cms.com

#### 1.6 Contact List

1.6.1 Any changes to the listed contacts and the Single Point of Contact (POC) for all Outsourced Service problems shall be notified and communicated to each other and subsequently any Updations shall be notified from time to time. The phone number of the POC is monitored 24 hours per day, 7 days per week.

Ahuja.  
MEMBER SECRETARY  
Punjab Land Records Society  
Kapurthala Raod  
JALANDHAR.



For CMS Computers Ltd.  
  
Director.

Name	Title	Location	Telephone
<b>Buyer</b>			
<b>Operator</b>			
<b>Tehsil/Sub Tehsil Offices</b>			

### 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:** Member Secretary, Punjab Land Records Society

**Operator principal contact:** Mr.K.Jagannath / Mr.Gurpreet Singh

### 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

For CMS Computer Ltd

*Ahuja*  
MEMBER SECRETARY  
Punjab Land Records Society  
Kapurthala Raod  
JALANDHAR



*R.D.*  
Director

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**

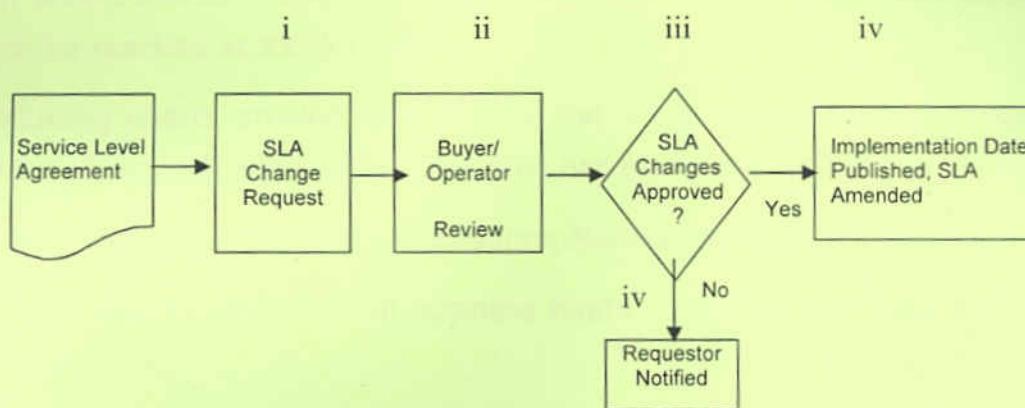
1.11.1 Any and all changes to the agreement will be initiated in writing between the Buyer and the Operator. The service levels in this agreement are considered to be standard for the Buyer and will only be modified if both parties agree to an appended set of terms and conditions.

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 20th September, 2006, 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.

*Ahhh.*  
MEMBER SECRETARY  
Punjab Land Records Society  
Kapurthala Road  
JALANDHAR



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For CMS Computer Ltd.

*P.S.*  
Director.



- 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.

<b>Version</b>	<b>Date</b>	<b>Description for changes</b>

### **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 XXXXXX, 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.

For CMS Computers Ltd.

Director.

**MEMBER SECRETARY**  
 Punjab Land Records Society  
 Kapurthala Raod  
 JALANDHAR



### **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.

Signed by: *Ahluwalia*  
Arvinder Singh Bains

Member Secretary, Punjab Land Records Society  
Authorized Signatory of Buyer



Signed by: *R D Grover*  
Ramesh D Grover  
Chairman & Managing Director  
CMS Computers Limited.



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:**

- 1..... *CK-JAGANNATH*  
(NATIONAL BUSINESS MANAGER)-
- 2..... *DY DK*  
20/9/06

## APPENDIX A

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



Mr. Jitender Singh  
Secretary



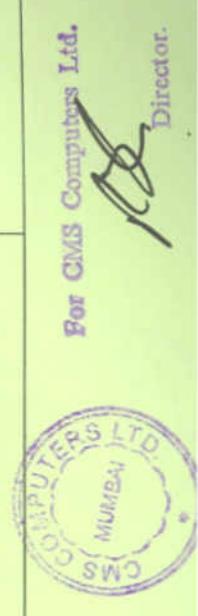
For CMS Computers Ltd.

Director

Service Metrics Parameters	Baseline			Lower performance			Higher performance			Breach			Measurement			Action on Breach	
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Credit	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 Operator and PLRS / District Administration	5%	35	5%-10%	18	0% to <5%	44	>10%	4	(-35)								
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 Operator and PLRS	2%	5	2%-5%	2	0% to <2%	7	>5%	7	(-5)								



Alka  
MEMBER SECRETARY  
Punjab Land Record Society



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)
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
TOTAL		100							98		(-)100

  
 Date: 08/08/2015  
**PUNE QoS COMPUTERS LTD.**  
 CMS MUMBAI  
 Director.



  
**MEMBER SECRETARY**  
 PUNJAB LAKH RECORD SOCIETY

Service Metrics Parameters	Baseline			Lower performance			Higher performance			Breach			Measurement		Action on Breach
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Debit					
<b>2. SPECIFIC SERVICES – FRONT END (95)</b>															
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						
2.2 Availability of Staff		10													
Default rate in required attendance of trained counter window staff in a shift as agreed upon by the Operator and PLRS	1%	10	1%-3%	5	0% to <1%	13	>3%		(-)10						


 For GOMS Computers Ltd.  
  
 Director



Service Metrics Parameters	Baseline			Lower performance			Higher performance			Breach			Measurement		Action on Breach	
	Metric	Credit	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								
2.4 Customer Satisfaction		10														
Rating of QoS (quality of service) in terms of print quality, paper quality, staff behaviour etc. provided by the operator 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.							
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								



  
 For CMS Computers LTD.  
 Director.

Service Metrics Parameters	Baseline			Lower performance			Higher performance			Breach			Measurement			Action on Breach	
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Credit	Debit						
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 of 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 Representative, PLRS)		Repeat training of counter operators			
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			



For CMS Computers Ltd.

Director.



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*Alka*  
MEMBER SECRETARY  
Punjab Land Records Society

Service Metrics Parameters	Baseline			Lower performance			Higher performance			Breach			Measurement		Action on Breach
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Credit	Debit				
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			
<b>TOTAL</b>		<b>95</b>				<b>50</b>		<b>108</b>			<b>(-)95</b>				
<b>3. SPECIFIC SERVICES – BACK END (52)</b>															
<b>3.1 Timeliness</b>		<b>32</b>													
Default rate in timely completion of printing of Jamabandi of villages completing 5 year daur 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			
Default rate in timely completion of printing of Girdawari of villages completing 5 year daur 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			



For CMSS Computer S.Ltd.  
Signature:

Service Metrics Parameters	Baseline			Lower performance			Higher performance			Breach			Measurement			Action on Breach	
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Credit	Debit						
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 in printing and submission of MIS Reports to concerned revenue officials as compared to timelines agreed upon by the Operator and PLRS/District Administration	5%	8	5%-10%	4	0% to <5%	10	>10%	(-)8									
3.2 Availability of Staff	10																
Default rate in required attendance of competent back-end data entry operators as agreed upon by the Operator and PLRS	1%	10	1%-3%	5	0% to <1%	13	<1%	(-)10									

Service Metrics Parameters	Baseline			Lower performance			Higher performance			Breach			Measurement			Action on Breach	
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Debit							
3.3 Client* Satisfaction		10															
Rating of QoS (quality of service) in terms of print quality, paper quality, staff behaviour etc. provided by the operator on an agreed scale of 1 to 10 * Client = PLRS,	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									
<b>4. WATCHSTANDING SERVICES (100)</b>																	
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 QoS (quality of service) in terms of print quality, paper quality, staff behaviour etc. provided by the operator on an agreed scale of 1 to 10

#### 4. WATCHSTANDING SERVICES (100)

4.1 Environment

Rating of upkeep including cleanliness of Citizen Service Centre on an agreed scale of 1 to 10



*John*  
MEMBER SECRETARIAL  
AND PROVINCIAL RECORDS SOCIETY

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Service Metrics Parameters	Baseline			Lower performance			Higher performance			Breach			Measurement			Action on Breach	
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Debit							
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							
<b>3.2 Physical Security</b>	<b>10</b>																
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.	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							

For CMS Computers Ltd.  
*[Signature]*

Director



*[Signature]*  
MEMBER SECRETARY  
JALANDHAR

Service Metrics Parameters	Baseline			Lower performance			Higher performance			Breach		Measurement		Action on Breach	
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Debit					
<b>TOTAL</b>		<b>25</b>			<b>9</b>			<b>18</b>		(-25)					
<b>4. TECHNICAL SERVICES &amp; SYSTEM UPTIME (70)</b>															
<b>4.1 Virus Protection</b>		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.							<10	(-20)	Periodical and Random checking and rating by the Incharge nominated by DC/Authorised Representative, PLRS	Immediate action to maintain the required rating	corrective action to be taken to maintain the required rating	
<b>4.2 Data Protection</b>		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.							<10	(-10)	Periodical and Random checking and rating by the Incharge nominated by DC/Authorised Representative, PLRS	Immediate action to maintain the required rating	corrective action to be taken to maintain the required rating	
<b>4.3 Licensed Software</b>		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.							<10	(-10)	Periodical and Random checking and rating by the Incharge nominated by DC/Authorised Representative, PLRS	Immediate action to maintain the required rating	corrective action to be taken to maintain the required rating	

  
 Director  
 CMS Computers Ltd.



  
 MEMBER SECRETARY  
 Land Record Society  
 Jalandhar

Service Metrics Parameters	Baseline			Lower performance			Higher performance			Breach		Measurement	Action on Breach
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Debit			
scale of 1 to 10													
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 DCI/Authorised Representative, PLRS.			Immediate corrective action to be taken to ensure 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.	
<b>TOTAL</b>		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.

*JK*  
Director



*Qazi*  
MEMBER SECRETARY  
Punjab Land Records Society  
Kapurthala Raod

### **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 if any would be deducted from the same month's fee / payment due to the BOOT Operator. Whenever the penalty is levied on BOOT operator for failing to meet the required SLA, the payment shall be withheld and shall be released only at the end of 3rd month after deducting the penalties on condition that it successfully meets the required SLAs in the subsequent three 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 if any would be deducted from the same month's fee / payment due to the BOOT Operator. Whenever the penalty is levied on BOOT operator for failing to meet the required SLA, the payment shall be withheld and shall be released only at the end of 3rd month after deducting the penalties on condition that it successfully meets the required SLAs in the subsequent three 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. The penalty amount would be deducted from the same month's fee / payment due to the BOOT Operator. Whenever the penalty is levied on BOOT operator for failing to meet the required SLA, the payment shall be withheld

For CMV Computers Ltd.  




Director



and shall be released only at the end of 3rd month after deducting the penalties on condition that it successfully meets the required SLAs in the subsequent three 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 same month's fee / payment due to the BOOT Operator. Whenever the penalty is levied on BOOT operator for failing to meet the required SLA, the payment shall be withheld and shall be released only at the end of 3rd month after deducting the penalties on condition that it successfully meets the required SLAs in the subsequent three 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 Operator) shall not be taken into account while computing adherence to service levels.

  
MEMBER SECRETARY  
Punjab Land Records Society  
Kapurthala Raod  
JALANDHAR.

  
Director

