

Service Level Agreement

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

And

M/s CMC LIMITED



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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ONE
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पंजाब PUNJAB

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SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made this 20th day of October, 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

CMC Limited, a Company incorporated under the provision of the Companies Act, 1956 having its registered office at CMC Centre, old Mumbai Highway, Gachibowli, Hyderabad 500019, with its Northern Region Office at Jeevan Vihar Building, 3, Sansad Marg, New Delhi 110 001 (hereinafter referred to as "operator") of the SECOND PART.



Abhishek
MEMBER SECRETARY
Punjab Land Records Society
Kapurthala Road
JALANDHAR.



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Punjab Land Records
Secretary
LRS Punjab

STASII DALI
STAMP VENDOR
L. No. 122-99
Tehsil Gurdaspur, District Jalandhar

PUNJAB

SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made on the 4th day of October 2006
BETWEEN
Authorised Representative of Punjab Land Records Society
Government of Punjab and the Director of Punjab Land Records
for the Punjab Land Records Society, Punjab
in witness whereof as above signed by or through the subject or subjects named in
the margin of this document and assigns) of the first part
AND
M/s. [Name of Vendor]
Company No. [Number] of its registered office at [Address]
Member Higher Education Department, Punjab
Union Office at [Address] of its registered office at [Address]
(the relationship between the parties to this Agreement)



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Punjab Land Records Society
Kapurthala Road
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WHEREAS

- A. Buyer and Operator have entered into a Master Services Agreement on 10 October, 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 Buyer 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.
- 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.


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1.2 Structure

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

1.3 Objectives of the Agreement

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

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

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



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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 - CMC 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
Buyer	Authorised Representative, PLRS		
Name	Member Secretary	0181-2254018	plrs_jal1@yahoo.com
Operator	Authorised Representative, CMC		
Name	Mr. S. K. Dhingra	011- 25534208 / 25534209	satish.dhingra@cmcltd.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 Updates shall be notified from time to time.



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The phone number of the POC is monitored 24 hours per day, 7 days per week.

Name	Title	Location	Telephone
Buyer			
Operator			
Tehsil/Sub Tehsil Offices			

1.7 Principal Contacts

1.7.1 The Buyer and the Operator will nominate a senior staff member to be the principal contact regarding operation of this Service Level Agreement (SLA).

At the start date of this SLA, the nominated principal contacts are:

Buyer principal contact: Member Secretary, Punjab Land Records Society

Operator principal contact: Mr. S.K Dhingra, Head – ITES, N.R, M/s CMC Limited

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.



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

1.11 Updating the Service Level Agreement

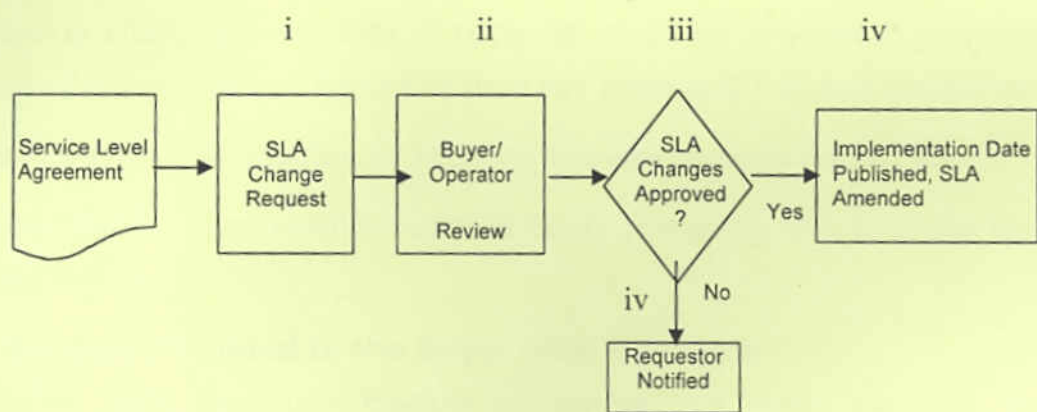
1.11.1 Any and all changes to the agreement will be initiated in writing between the Buyer and the Operator. The service levels in this agreement are considered to be standard for the Buyer and will only be modified if both parties agree to an appended set of terms and conditions.

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

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

1.11.4 This agreement is effective on 20th October, 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.



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

1.12 Document History

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

Version	Date	Description for changes

1.13 Scope of services

1.13.1 Project Performance Standards

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

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

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

1.13.2 Services Provided to the Buyer from Operator

This Service Level Definition focuses on the service levels expected from the Operator for the project of Computerisation of 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.



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1.14 Responsibilities and Obligations

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

1.15 Performance Review

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

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

1.16 Interpretation

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

Signed by:

Arvinder Singh Bains
Member Secretary, Punjab Land Records Society
Authorized Signatory of Buyer

Arvinder Singh Bains
MEMBER SECRETARY
Punjab Land Records Society
Kapurthala Raod
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Signed by:

Dr. M.L. GOYAL
General Manager - Northern Region
General Manager, NR
Jeevan Vihar, 1stnd Floor
3, Sansad Marg
New Delhi-110001

R.K. Gupta
R.K. GUPTA

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..... *[Signature]*

2..... *[Signature]*
↑ Tamara
(IT Engg)

APPENDIX A

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

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

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



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



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Service Metrics Parameters	Baseline		Lower performance		Higher performance		Breach		Measurement	Action on Breach	
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	Debit			
2.3 Availability of Services		15									
Average availability of services	Uptime in front-end services	98%	15	95%-98%	8	98%-100%	19	< 95%	(-)15	The uptime will be calculated by the percentage of time when all services are available to total working hours of the Citizen Service Center in a month. (Software monitoring)	Immediate corrective action to be taken to improve availability of service to agreed levels
2.4 Satisfaction	Customer		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.	Immediate corrective action to be taken to maintain QoS to the acceptable rating
2.5 Timeliness			35								
Average time for issuance of Nakals of all land records registers (except Musavi/Aksh Shajra)		2-6 min	18	6-9min	10	0 to <2min	23	>9 min	(-)18	Measured as the total sum (1+2) of the time taken for the following sub-activities: 1. Data entry and printing of Nakal (software monitoring) 2. Delivery of attested Nakal to the Applicant (monitored by periodical and random checking by the Incharge dominated by DC/Authorised Representative, PLRS)	Repeat training of counter operators



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Service Metrics Parameters	Baseline		Lower performance		Higher performance		Breach		Measurement	Action on Breach
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	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
TOTAL		80		42		89		(-)80		
3. SPECIFIC SERVICES – BACK END (52)										
3.1 Timeliness		32								
Default rate in timely completion of printing of Jamabandi of villages completing 5 year daur on or before _____	5%	8	5%-10%	4	0% to <5%	10	>10%	(-)8	Default rate is measured by percentage of Jamabandis with incomplete printing to the total number of Jamabandis to be printed. (monitored by periodical and random checking by the Incharge nominated by DC/Authorised Representative, PLRS)	Increase Operators and equipments to speed up printing. Revised timeline should be agreed upon with PLRS/ District Administration
Default rate in timely completion of printing of Girdawari of villages completing 5 year daur on or before _____	5%	8	5%-10%	4	0% to <5%	10	>10%	(-)8	Default rate is measured by percentage of Girdawaris with incomplete printing to the total number of Girdawaris to be printed. (monitored by periodical and random checking by the Incharge nominated by DC/Authorised Representative, PLRS)	Increase Operators and equipments to speed up printing. Revised timeline should be agreed upon with PLRS/ District Administration



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Service Metrics Parameters	Baseline		Lower performance		Higher performance		Breach		Measurement	Action on Breach
	Metric	Credit	Metric	Credit	Metric	Credit	Metric	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 is measured by percentage of Musavis with incomplete printing to the total number of Musavis to be printed. (monitored by periodical and random checking by the Incharge nominated by DC/Authorised Representative, PLRS)	Increase Operators and equipments to speed up printing. Revised timeline should be agreed upon with PLRS / District Administration
Default rate in printing and submission of MIS Reports to concerned revenue officials as compared to timelines agreed upon by the Operator and PLRS/District Administration	5%	8	5%-10%	4	0% to <5%	10	>10%	(-)8	Default rate is measured by percentage of MIS Reports with incomplete printing and submission to concerned revenue officials to the total number of MIS Reports to be printed and submitted as per the agreed upon timelines. (monitored by periodical and random checking by the Incharge nominated by DC/Authorised Representative, PLRS)	Increase Operators and equipments to speed up printing and submission of MIS Reports. Revised timeline should be agreed upon with PLRS / District Administration
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	To be measured against attendance sheet maintained by Vendor (monitored by periodical and random checking by the Incharge nominated by DC/Authorised Representative, PLRS)	Immediate corrective action to be taken to ensure required attendance of competent back-end data entry operators as agreed upon by the Operator and PLRS



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



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



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



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

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



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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 if the deviation from baseline score is less than or equal to 10%, Operator will be charged a proportionate penalty upto 10% of fee/payment due and in cases of greater performance lags (i.e greater than 10% of baseline score) 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 if the deviation from baseline score is less than or equal to 10%, Operator will be charged a proportionate penalty upto 10% of fee/payment due (transaction charges) and in cases of greater performance lags (i.e greater than 10% of baseline score) 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 if the deviation from baseline score is less than or equal to 10%, Operator will be charged a proportionate penalty upto 10% of fee/payment due and in cases of greater performance lags (i.e greater than 10% of baseline score) 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



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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 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 if the deviation from baseline score is less than or equal to 10%, Operator will be charged a proportionate penalty upto 10% of fee/payment due and in cases of greater performance lags (i.e greater than 10% of baseline score) 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: 1. 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.



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