

REQUEST FOR PROPOSAL

For

“Selection of Professional Agency for Operation and Maintenance of the existing e-Registration Project in the State of Odisha for 5 Years”

Volume II–Service Agreement

Tender No-1060

**OFFICE OF INSPECTOR GENERAL OF REGISTRATION
BOARD OF REVENUE (REGISTRATION WING)
GOVERNMENT OF ODISHA
Rajaswa Bhawan, Cuttack – 753002**

Structure of RFP

This RFP is meant to invite bid proposals from interested Professional Agency for selection of Professional Agency for the operation and maintenance of the existing e-Registration Project in state of Odisha. The complete RFP contains two volumes as explained below

Volume I – Technical and Commercial Terms

This Volume of RFP defines all the technical requirements, bidding process and commercial terms purchaser wishes to specify for the potential Professional Agency.

Volume II – Service Agreement Terms

This Volume of RFP is essentially devoted to specify the Service Agreement terms that Purchaser wishes to specify at this stage.

SERVICE AGREEMENT

This Service Agreement is made at Cuttack on this the <<Date>> day of <<Month Year>>.

Between

Inspector General of Registration, a wing Board of Revenue, Government of Orissa, Rajaswa Bhawan, Cuttack - 753002 (Herein after referred to as "IGR" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) being Party of the First Part;

And

<<__ Name of the Company __>> and registered under the Companies Act, 1956 (Registration no. _____ dated, _____) having its registered office at << __ address of Registered office __ >> and regional office in Odisha << __Odisha office __ >> (hereinafter referred to as the "The Professional Agency", which expression shall unless repugnant to the context or meaning thereof include its successors, permitted assigns, and substitutes) being Party of the Second Part;

WHEREAS

- A. The e-Registration Project for providing Computerised Registration of Deeds in all the Registry Offices in the state of Odisha is running successfully. It aims to continue and improve the current computerised services being offered at the 191 Registration Offices (future offices also included under the scope) in all the 30 districts of the State to provide citizens of Odisha with a faster, simpler and more cost effective service.
- B. e-Registration has been one of the important Mission Mode Projects (MMP) under the National e-Governance Plan (NeGP) of Ministry of Information Technology, Government of India. Under the plan, State of Odisha has implemented e-Registration Project in PPP mode since Dec 2009 successfully in the all the Registry Office across the State. The Project replaced manual system of registration of deeds completely, made valuation of properties rule-based, captured and preserved the deeds electronically, allowed system of easy search and issuance of Certified Copies and Encumbrance Certificates. The Project greatly reduced the hassles faced by registering public.
- C. The existing Professional Agency is currently delivering the services to citizens and is collecting user fee from the citizens and users basis the user fee notification in existence as on the date of this Agreement ("Current User Fee Notification")

- D. The Inspector General of Registration (IGR), Board of Revenue Odisha has through competitive bid process vide Tender No. _____ Dated _____ selected a Professional Agency as The Professional Agency for a period of 5 years for the operation and maintenance of the existing e-Registration Project in all Registration Offices of Government of Odisha along with integration of upcoming additional services of Revenue and Disaster Management Department. Professional Agency shall maintain operational services by charging a User Fee from the registering citizens for different types of registration services it provides.
- E. GoO has suitably amended the applicable Acts and/or, Rules and/or Regulations and other applicable registration laws, entitling GoO to issue User Fee Notifications
- F. The User Fee Notifications issued by GoO from time to time enables/permits the Registering officers to collect the User Fees.
- G. The GoO has issued an updated user fee notification vide gazette notification no. _____ dated _____ in connection with the Project
- H. The IGR has issued a Letter of Intent/Letter of Award to the Professional Agency vide letter no. _____ dated _____ and the Professional Agency has given acceptance to the Lol/LoA vide letter no _____ dated _____.
- I. The IGR has issued a work order to the Professional Agency vide letter no. _____ dated _____ and The Professional Agency has given acceptance to the work order vide letter no _____ dated _____.
- J. The Professional Agency has submitted a Performance Bank Guarantee of Rs. _____ with reference no. _____ dated valid for a period up to _____.
- K. The agreement shall be effective from <<>> "Effective date".

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY AGREE AND THIS SERVICE AGREEMENT WITNESSETH AS FOLLOWS:

1 SCOPE OF WORK

- 1.1** Subject to the terms and conditions of this Agreement and the IGR, Odisha performing all its obligations to be performed hereunder, the Professional Agency shall provide to IGR, Odisha the services and products defined and described in Annexure A (hereinafter referred to as "Services")
- 1.2** The Scope of Services and the list of deliverables to be provided are as more fully set out in Schedule-I which provide for the entire scope of work and The Professional Agency shall

require to perform what is agreed Schedule-I, as scope of work and additional scope of work under the terms of this Agreement and deliver the deliverables.

2 SOFTWARE REQUIREMENT SPECIFICATION

2.1 Within 60 days of the effective date of this Agreement, the Professional Agency shall in consultation with IGR, Odisha and stakeholders of Revenue & Disaster Management Department (R&DM Department), Government of Odisha and based on the scope and specifications agreed in Annexure-A, prepare the Software Requirement Specification (SRS) document for the enhanced features and submit the same to IGR for its approval by concerned Department. IGR will take necessary steps to approve the SRS within a period of 30 working days from its submission, failing which SRS shall be deemed to have been accepted by IGR. If IGR/GoO makes any suggestion or modification to the SRS in line with the scope and specifications of work mentioned in Annexure 'A', the Professional Agency shall incorporate such suggestions and prepare a final SRS and submit the same to IGR and such SRS shall be the base document for the enhancement of Software.

3 ADDITION OF FEATURES OR CUSTOMIZATION WORK

Within 7 working days of the approval of the final SRS by IGR/GoO, the Professional Agency shall start customization work of the deliverables in accordance with the work plan and schedule agreed in Annexure -A.

4 CONDITIONS PRECEDENT

a. IGR/GoO and/or its approved/nominated/designated agency shall provide to the Professional Agency necessary covered office space, required infrastructure including furniture & fixtures, the electricity required to operate the hardware; and necessary provisions for supply of water ("Infrastructure Facilities") without any cost to enable the Professional Agency to operate and render service at the Registration Offices and at other places as may be mutually agreed to between IGR/GoO and the Professional Agency. The responsibility of the Professional Agency to provide the Specified Services under this Agreement shall be conditional upon such space, ready infrastructure and facilities being made available to the Professional Agency by IGR/GoO and/or its approved/nominated/designated agency. The Professional Agency shall have the right to use such office space and infrastructure and the Professional Agency's representatives, employees and other authorized persons shall be allowed ingress and egress to such premises to enable them to discharge the obligations under this Agreement.

- b. GoO shall have issued an updated User Fee Notification in accordance with the Schedules of User Fee as provided in the Annexure -5 of the Types of Deeds and services in the Volume –I as stipulated in the pre-amble
- c. GoO/OCAC shall provide required space and required infrastructure for Project Support and to monitor the application hosted at Odisha State Data Centre (OSDC) and access for support and implementation activities during regular/extended working hours
- d. The Professional Agency shall be provided access to Infrastructure Facilities for carrying out support and implementation activities during regular/extended working hours. IGR shall make/ensure to make arrangements to provide for the same beyond the regular working hours and on holidays (excluding compulsory national holidays), whenever required.
- e. IGR/GoO shall ensure that the legacy data and information (physical or electronic) provided to the Professional Agency in the standardized form is duly verified and certified and the Professional Agency shall not be held liable for any defect or mistake in such data and information furnished by the IGR/GoO.
- f. The rights and obligations of the Professional Agency under this Agreement are subject to full satisfactory compliances of the aforesaid conditions (the "Conditions Precedent") to be fulfilled on or before the expiry of a period of 15 (fifteen) days after the Appointed Date.
- g. Within 15 (Fifteen) days of Signing of the Service Agreement between IGR, Odisha and the Professional Agency, the Professional Agency shall furnish a Performance Security to IGR, Odisha for an amount of Rs 75,00,000/- (Rupees Seventy Five Lakhs only) by way of an irrevocable and unconditional Bank Guarantee from a Scheduled Bank, in favour of IGR, Odisha for the Concession period as per prescribed format. The said Performance Bank Guarantee shall be discharged by IGR and returned to the Professional Agency not later than 30 (Thirty) days following the date of successful completion of the Concession Obligations

5 OBLIGATIONS AND UNDERTAKINGS

5.1 Professional Agency Obligations

- (a) The Professional Agency shall be responsible for implementation of the Project in accordance with this Agreement.
- (b) The Professional Agency shall be responsible to maintain hardware, software, IT Infrastructure, connectivity, data, supplies, and consumable items under this Agreement. The Professional Agency shall maintain documentation related to software maintenance, installation, customization, integration, commissioning, training, technical support, and other services necessary for proper operation of e-Registration Project to be managed by

the Professional Agency. The Professional Agency shall provide requisite Manpower for running & implementation of the Project

- (c) The Professional Agency shall observe the highest standard of ethics during the procurement and execution of the contract.
- (d) The Professional Agency shall ensure reasonable standards in all activities carried out during pre and post operational period of the Project. The Professional Agency shall manage, support, operate, troubleshoot, update, and maintain the supplied systems in relation to e-Registration Project.
- (e) The Professional Agency shall manage and maintain for system functionality and integration, ensuring that each component of the overall proposed solution works efficiently. The Professional Agency shall ensure that the “e-Registration System” shall be capable of integration and alignment with current and upcoming projects/policies/plans of GoO or GoI.
- (f) The e-Registration system shall be flexible and scalable to cater to the change in processes due to changes in applicable laws or due to other studies/consultancies/projects that are being undertaken/planned/approved by IGR/GoO. It should be ensured by the Professional Agency that the system is parameterized to the extent possible. However, any additional hardware and/or system software requirements for such integration, alignment, scalability etc. shall be the responsibility of the IGR/GoO as per the Change Request Procedure.
- (g) The Professional Agency shall fully co-operate with and coordinate and provide necessary support for 3rd party audit, if and when planned by IGR/GoO.
- (h) The Professional Agency shall suggest business process improvements to IGR/GoO while executing the Project. IGR/GoO may approve the improvements and/or may provide additional business process improvements to the Professional Agency. The Professional Agency will incorporate the approved/additional improvements in the system.
- (i) The Professional Agency shall ensure regular and periodical backup, archiving of data and shall recover the archived data as and when required. The Backup software provided by the OSDC to be hosted & data to be retained in OSDC.
- (j) The Professional Agency shall provide all possible assistance in data conversion/migration based on the data conversion/migration strategy, as and when required and provide assistance to manage the converted/migrated data into the database.
- (k) The Professional Agency shall ensure that the scheduled implementation plan shall not hamper or discontinue the services which have no dependability on legacy data
- (l) The Professional Agency shall ensure to provide adequate and required security measures and update the same from time to time, to prevent the risks arising from theft, corruption or loss of data and also ensure the security and integrity of the deployed software.

- (m) The security measures adopted by the Professional Agency shall be of wide range and high quality, to create confidence in the system security and integrity. The e-Registration System shall be protected against deliberate or accidental misuse and Professional Agency shall ensure to prevent, reduce or minimize any such incidences that might cause a loss of confidence in it or loss or inconvenience to one or more of its users.
- (n) The Professional Agency shall assume responsibility for successful completion of the Project through a series of acceptance tests performed on all aspects of the system/sub-systems in accordance with Good Industry Practice. The Professional Agency shall meet satisfactory performance standards as per industry standards.
- (o) The Professional Agency shall make reasonable efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Professional Agency's obligations under this Agreement;
- (p) The Professional Agency shall comply with all applicable Laws in the performance of the Professional Agency's obligations under this Agreement;
- (q) The Professional Agency shall keep IGR/GoO informed of all Material Adverse Effect /events which impact the ability of Professional Agency to fulfill its obligations under this Agreement;
- (r) The Professional Agency shall follow data security procedure laid down by OCAC and maintain highest standards of Good Industry Practice for security of all data related to the Project.
- (s) The Professional Agency shall operate and maintain the hardware and facilities of the Project in accordance with the Good industry practice, Applicable Laws and Applicable Permits and manufacture's guidelines and instructions and more specifically in
- Carrying out various activities in accordance with the scope of the Project as laid out in Schedule I.
 - Providing services to users for a daily minimum aggregate period of 8 hours concurrent with the business hours of the relevant DR/DRO/SRO/Registration Offices on all working days and prominently display such business hours at 2 locations so as to be visible from a distance of 3 meters
 - Undertaking routine maintenance outside normal business hours
 - Undertake prompt repairs in case of breakdown of any equipment and have sufficient spare equipment on standby in order to ensure that the service to users at no time is disrupted for a period exceeding 30 minutes during the business hours. However that in the event of an emergency, the operations may be suspended for a longer period. In case of an emergency, the Professional Agency shall take all steps to mitigate the

effects of the emergency and promptly inform IGR/GoO the nature of the emergency and the steps taken to mitigate the effects of the emergency.

- Carry out periodic preventive maintenance.
 - Maintain a public relations unit to interface with and attend to suggestions from users, the media, Governmental Agencies, and other external agencies.
 - Adhere to the safety standards including, inter alia, fire safety standards in line with Good Industry Practice.
 - Maintain the Hardware, Software, Connectivity infrastructure, Centralized online Data Management System and such other equipment and / or facilities as may be stipulated by GoI/GoO in such manner and timeliness as may be stipulated.
 - Take all necessary steps to ensure security, safety and integrity of data and keep IGR/GoO informed of all such steps taken from time to time.
 - Station at all times during working hours at each District Registration Office suitably qualified and experienced hardware engineers for trouble-free operations of e-Registration Operations.
 - Keep in a secure and safe manner and in line with Good Industry practice the administration password for the facilities set up at each Registration Office of the state of Odisha.
- (t) The Professional Agency shall prepare and furnish to IGR/GoO, a repair and maintenance manual ("Maintenance Manual") for the regular and periodic maintenance of the Project Operations.
- (u) Maintenance Manual shall at all times be in conformity with the specifications which shall include but not to be limited to the following:
- Intervals and procedures for the carrying out inspection of all elements of the Project facilities:
 - Criteria to be adopted for deciding maintenance needs:
 - Preventive maintenance schedule.
 - Intervals at which the Professional Agency shall carry out periodic maintenance and
 - Major maintenance along with the scope thereof.

- (v) Maintenance shall include providing required consumables, upkeep of all Project facilities in good orderly working condition including for any new SRO that may be set up by GoO. Maintenance shall not include supply of any hardware and physical infrastructure facilities to any new SRO that may be set up by GoO.
- (w) The Professional Agency hereby agrees to observe, comply and perform the following as more particularly detailed in the work plan at Schedule -I.
- Station employees with high probity for rendering the specified services
 - The complete list of persons so specified by the Professional Agency shall be submitted to IGR/GoO and in case of any changes therein immediately upon effecting such changes. The Professional Agency shall provide photo identity cards to its authorized personnel employed at the Registration Offices and cause them to compulsorily wear such photo identify cards at all times within the Registration Offices.
- (x) IGR/GoO reserves the right to carry out inspections of the Registration Offices and the records maintained therein by the Professional Agency, to ascertain whether, the hardware, the software, connectivity website and the centralized online Data Management system provided by the Professional Agency are in accordance with the Project. The Professional Agency shall allow and facilitate access to the relevant records for any duly authorized representative or agent of IGR/GoO including any IGR/GoO Auditors/Third Party auditor to carry out such inspection.
- If in reasonable opinion of IGR/GoO, the Hardware, the Software, the connectivity, website and the centralized online data management system are not in compliance with the Project scope and the specifications, then IGR/GoO shall require the Professional Agency to take remedial steps in this regard to the satisfaction of IGR/GoO within such time period as may be stipulated by IGR/GoO in its sole discretion and the Professional Agency shall be obliged to take such remedial steps.
 - At all times keep IGR/GoO informed of details including contact details of managers, supervisors and / or administrators appointed at each of the Registration Offices.
 - Provide to IGR/GoO, all information as may be reasonable, requested by IGR/GoO in a timely and efficient manner

5.2 Roles & Obligations of the IGR/GoO

- (a) Inform from time to time, the Professional Agency, of any changes in the operational modalities with respect to the Project in view of any changes in the registration rules or pursuant to a notification or otherwise, that may affect the scope of work being performed by The Professional Agency, in any manner
- (b) Ensure availability of Odisha State Wide Area Network (“OSWAN”) and support of OCAC.

- (c) Form a Project Management Unit (“PMU”) under the aegis of the IGR to effectively monitor the Project operations, to advise on any change/ modifications or customization, that may be required in the project and software and to pursue compliances
- (d) Ensure confidentiality of sensitive data by storing in a secured manner under its control all the information containing the digitized legacy data in relation to the Project and also of the day-to-day registration transactions of the Project in OSDC through OCAC.
- (e) Facilitate the migration of e-Registration Network (i.e. its routers/switches/ firewalls etc.) to OSDC.
- (f) Provide required IT Infrastructure at such Disaster Recovery Site for the Project
- (g) Facilitate and enable the migration of e-Registration Application Software and Project Management Application Software to the servers of Odisha State Data Centre (OSDC).
- (h) Enable the migration of entire data including scanned images of deeds, images of e-registration, e-mails and handover domain control of the Project to OSDC for all its future purposes.

6 INSTITUTIONAL FRAMEWORK

GoO would establish the following committees for overseeing the Implementation of the Project and to decide various questions/matters arising in relation thereto:

6.1 Project Steering Committee: Project Steering Committee at State level under the Chairmanship of Commissioner-cum-Secretary to Govt., R&DM Department to monitor implementation of e-Registration Project.

6.2 Project Implementation Committee: Project Implementation Committee under the Chairmanship of IGR, Odisha, Board of Revenue.

7 OTHER TERMS AND CONDITIONS

7.1 The Professional Agency shall undertake monthly comparison of the registration data available at the data centre with the corresponding records of the DRO/SRO and rectify any discrepancies after bringing the same to the notice of IGR/GoO.

7.2 IGR/GoO reserves the right to inspect the data available at the State data centre and scrutinise the same with the corresponding records of the DRO/SRO and bring to the notice of IGR/GoO discrepancies, if any.

7.3 The Professional Agency shall neither create nor permit to subsist any encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement except with prior consent in writing or IGR/GoO, which consent IGR/GoO shall not be un-necessarily withheld without assigning any reason whatsoever.

7.4 The Parties shall indemnify, defend and hold each other harmless against any and all proceedings, actions and, third party claims for loss, damage and expense of whatever kind and nature arising out of the design, engineering, establishment, operations, maintenance and transfer of facilities for the Project or arising out of a breach by a Party of any of its obligations or representations under this Agreement

7.5 Waiver of Sovereign Rights: GoO and IGR hereby unconditionally and irrevocably:

- (a) Agrees that the execution, delivery and performance by it of this Agreement are commercial acts and not public or governmental acts and waives all their sovereign rights and immunities under the Applicable Laws; and
- (b) Agrees that should any proceedings be brought against them, in relation to this Agreement or any transaction contemplated by this Agreement, no immunity, sovereign or otherwise, from such proceedings, execution, attachment or other legal process shall be claimed by or on behalf of itself or with respect to Project;
- (c) Agree that the Professional Agency shall not be designated/considered as a “Public Authority” and shall not be subjected to any Law, Rules & Regulations applicable on “Public Authority or entities of similar nature”

8 ACCEPTANCE CRITERIA

8.1 IGR shall ensure the testing and acceptance of the enhanced application software, as and when the same is ready for delivery

8.2 All or any enhancement in various features to the application Software and its deployment at Odisha State Data Centre (OSDC) shall have to meet the UAT and the user acceptance criteria as per the final SRS approved by IGR, Odisha or R&DM Department. At any time after deployment of the system, the Professional Agency may give a notice to IGR requesting the issue of a User Acceptance Certificate. After consultation with R&DM Department, and after receipt of the Professional Agency’s notice, IGR, Odisha will

- (i) Issue a User Acceptance Certificate; or
- (ii) Notify the Professional Agency in writing of any defect or deficiencies or
- (iii) Any other reason for the failure of the User Acceptance Tests.

8.3 The Professional Agency shall use all reasonable endeavours to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the User Acceptance Test that IGR has notified to the Professional Agency. The Professional Agency shall after remedying the defects, notify IGR. Thereafter, IGR shall endeavour to promptly carry out retesting of the System or Subsystem.

Upon successful completion of the User Acceptance Tests, the Professional Agency shall notify IGR of its request for User Acceptance Certification. IGR shall then issue to the Professional Agency the User Acceptance Certification. The aforesaid process shall be repeated, as necessary, until User Acceptance Certificate is issued.

8.4 IGR shall not withhold or delay the issuance of acceptance certificate of any component of the system, if it meets the prescribed specifications. Failure on the part of IGR to notify either the acceptance of the system or any defects or deviations in the system within a period of 20 working days

Provided however, that if IGR decides to Go-Live with the system with enhanced features, it shall amount to deemed acceptance of the system by IGR.

8.5 The Professional Agency & IGR with the help of concerned Registered offices will prepare the Acceptance Test data along with the expected test results for additional features as per RFP (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least two weeks in advance before the scheduled commencement of the Acceptance Testing of the software.

8.6 The acceptance testing will be based on the test cases provided by R&DM Department or IGR. The Professional Agency will provide support for any clarifications during the Acceptance Testing of the system. Defects, if any, observed by IGR will be notified to The Professional Agency. The Professional Agency will correct the defects that are a deviation from the baseline immediately following the acceptance. IGR will confirm its acceptance in writing to the Professional Agency. If written feedback or acceptance on the application software is not received within **two working weeks** of its delivery, it shall be deemed to be accepted by IGR.

9 GO-LIVE

Operation and maintenance of the existing application is deemed to commence from <<>> for a period of 5 years.

Go-Live of the implementation of additional features of the application (or Subsystem if specified in the Contract) shall be commenced;

- (i) immediately after the User Acceptance Certificate is issued by IGR and production movement by the Professional Agency with 7 days of UAT, or
- (ii) as otherwise specified in the Technical Requirement or the Agreed and Finalized Project Plan

9.1 Extension of Time for Obtaining User Acceptance for the Additional Customization to the Application as per Annexure-A

9.1.1 The time(s) for obtaining User Acceptance shall be extended if the Professional Agency is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following namely-

- (i) Any Change in the System as provided (Change in the Information System);
- (ii) Any occurrence of Force Majeure as provided (Force Majeure);
- (iii) Default of IGR; or
- (iv) Any other matter specifically mentioned in the Contract.

Any such extended period shall be such which can be construed as fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Professional Agency.

9.2 Except where otherwise specifically provided in the Contract, the Professional Agency shall submit to the Project in charge a notice of a claim for an extension of the time for achieving User Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, IGR and the Professional Agency shall agree upon the period of such extension. In the event that the Professional Agency does not accept IGR's estimate of a fair and reasonable time extension, the Professional Agency shall be entitled to refer the matter for resolution as per the process provided herein.

9.3 The Professional Agency shall, at all times, use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Professional Agency.

10 CHANGE MANAGEMENT PROCEDURE

10.1 A change identified during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called "Change"), will be incorporated provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.

10.2 A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the IGR to the Professional Agency or vice-versa in the form of a Change Request document as per the change request format in Schedule-III. The request for change will then jointly be assessed by the Professional Agency and IGR to evaluate its

impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. The Professional Agency will present this assessment to IGR for its approval within a reasonable time period. The Professional Agency will incorporate the change after receiving IGR's written approval. If the nature of the Change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.

10.3 Changes in the requirements like office space, hardware or software, and tools relating to application support and help desk at OCAC building as well as in Odisha State Data Centre during the execution of the assignment will be conveyed by the Professional Agency to IGR. These will be evaluated jointly by IGR and the Professional Agency and will be provided by IGR at no cost to the Professional Agency.

10.4 For any requirement like office space, hardware or software, and tools relating to application support at the Registration Offices (SR/DSR etc.) /end user locations during the execution of the assignment will be conveyed by the Professional Agency to IGR and the respective registration offices. IGR will coordinate with the registration offices to take necessary action at their end.

11 USER FEE

11.1 The Professional Agency shall receive the User Fees for rendering the Specified Services in accordance with the rates and procedure specified in Schedule II of this Agreement. The Professional Agency shall be entitled to receive the applicable taxes apart from the User Fees.

11.2 Subject to above, the Professional Agency acknowledges that the Professional Agency is not entitled to and shall not seek any relief whatsoever from GoO /IGR or collect any additional charges from the users save and except as provided in the User Fee Notifications.

11.3 Notwithstanding anything contained herein above, the Professional Agency shall be entitled to receive Service Taxes, GST or Statutory Levies notified by any Governmental Agency from time to time

12 SERVICE LEVELS FOR THE PROJECT

12.1 Service Level

The purpose of this Service Level Agreement (herein after referred to as SLA) to clearly define the performance criteria that shall be adhered to by the bidder for the duration of the project.

SI No	Major Area	Performance with Time Stamp	Requirements	Penalty
1	Document Registration: which includes services starting from acceptance of the document, Data Entry of the document, Capturing of Photograph, Biometric, Finger Print of Buyer, seller and identifier, generation of money Receipt	System operational time of 45 minutes to complete the activity, which shall be measured with time stamping from the data entry of the document till generation of the money receipt.	90% on a monthly basis of the total billing on document registration (billing cycle)	1. 90% of more-0% on monthly invoice 2. >=85% to 90%: 1% on monthly invoice 3. >=80% to 84%: 2% on monthly invoice 4. >=75% to 79%: 3% on monthly invoice 5. =<74% 5% on monthly invoice
2	Encumbrance Certificate (EC): which includes services starting from acceptance of the issuance of EC from the citizen till generation of money Receipt	System Operational time of 20 minutes to generate Encumbrance Certificate, based on acceptable inputs with time stamping from the searching of the EC with defined parameters till generation of the money receipt.	90% on a monthly basis total billing on Encumbrance Certificate issuance (billing cycle)	6. 90% of more-0% on monthly invoice 7. >=85% to 90%: 1% on monthly invoice 8. >=80% to 84%: 2% on monthly invoice 9. >=75% to 79%: 3% on monthly invoice =<74% 5% on monthly invoice

SI No	Major Area	Performance with Time Stamp	Requirements	Penalty
3	Certified Copy: which includes services starting from acceptance of the issuance of Certified Copy from the citizen till generation of money Receipt	System Operational time of 20 minutes to generate Certified Copy, based on acceptable inputs with time stamping from the searching of the CC with defined parameters till generation of the money receipt.	90% on a monthly basis total billing on Certified copies issuance (billing cycle)	10. 90% of more-0% on monthly invoice 11. >=85% to 90%: 1% on monthly invoice 12. >=80% to 84%: 2% on monthly invoice 13. >=75% to 79%: 3% on monthly invoice =<74% 5% on monthly invoice

Note: Cases such as Force Majeure, Power failure, Social Issues like Strikes, Bandh etc, Network issues beyond Professional Agency's control, Hardware Failure, Registration Staff going on leave or not available on seat, change management issues, downtime due to amendment in application software, data inconsistency, and any other event where normal working is disrupted in Registration Offices shall be excluded from compliance to the conditions of SLA.

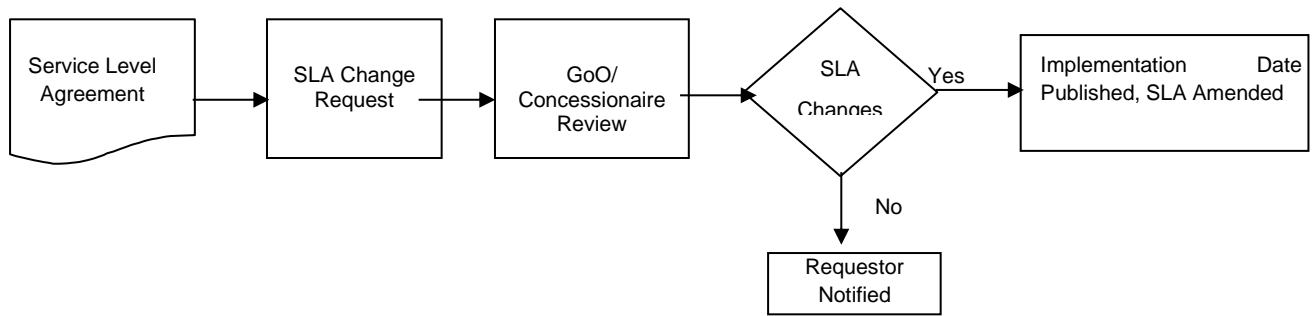
12.2 Updating the Service Level Agreement (SLA)

Changes desired in the SLA will be initiated in writing between IGR/GoO through the authorized representative and Professional Agency. The service levels in this agreement can be modified if both parties agree changes as per the SLA Change Request Process.

This SLA is not a fixed document i.e. produced once and used forever. Instead, it must be re-evaluated and updated as the work environment changes, technology change, business change etc. Changes to the SLA may be required at other times to include new systems, change in operating hours, etc.

The following is a description of the SLA Change Process.

12.3 SLA Change Request Process:



- i. Professional Agency and/or IGR/GoO identify a requirement different from any in the current SLA. Professional Agency or IGR/GoO prepares a SLA Change Request.
- ii. SLA Change Request is submitted to IGR/GoO/Professional Agency for review.
- iii. Each party must decide on SLA changes within 45 days of submission.
- iv. If the change is approved, the requesting party is notified of the implementation date, the approved request is communicated in writing to all concerned parties, and the SLA Change Request is appended to the SLA. If the changes are not approved, the Requestor of the change will be notified in writing.

13 CONFIDENTIALITY

13.1 Both parties and their respective employees may, in the course of their business relationship with the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respective Clients.

13.2 Both parties undertake to hold all such information in strictest confidence and further undertake not to (i) disclose such information either in whole or in part to any person other than those of its officers, employees and agents who need to know the confidential information for the purpose authorized hereunder provided that each such officer, employee or agent has agreed in writing to maintain the confidentiality of the confidential information in accordance with the terms hereof or (ii) use such information for any purpose whatsoever save as may be strictly necessary for the performance of the obligations of that party under this Agreement.

13.3 The receiving party shall indemnify and hold harmless the other party and their directors, officers, employees, agents and representatives from and against all or any claims, damages, losses, liabilities or expenses (including, but not limited to, reasonable attorneys' fee and disbursements), [however incurred], arising out of a breach of this undertaking by either party or their officers.

13.4 The parties agree that money damages would not be a sufficient remedy for any breach of this undertaking by the receiving party, and that in addition to the remedies provided in this agreement and any other remedies, the aggrieved party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

13.5 However, nothing in this clause shall prevent the receiving party from treating a confidential information as non-confidential, if such information is-

- (i) in the possession of, or was known to receiving party prior to its receipt, without an obligation to maintain its confidentiality;
- (ii) generally known to the public without violation of this Agreement by the receiving party;
- (iii) obtained by receiving party from a third party (i) who, the receiving party does not know to have violated , or to have obtained such information in violation of any obligation to the disclosing party with respect to such information, (ii) who does not require the receiving party to refrain from disclosing such information and (iii) who has the right to disclose it, without the obligation to keep such information confidential;
- (iv) independently developed by receiving party without the use of confidential information and without the participation of individuals who have had access to confidential information;
- (v) is required to be disclosed by the receiving party under the compulsion of law, or by order of any court or government or regulatory body to whose supervisory authority the receiving party is subject;

provided that, in any such event, the receiving party shall give the disclosing party notice in writing as soon as practicable (which shall, subject to the applicable law, be prior notice where possible and not later than 30 days after the disclosure) of any disclosure, and the receiving party shall use its best effort to obtain assurance that the disclosed information will be accorded confidential treatment.

13.6 The obligations of confidentiality under this section shall survive termination or expiration of this Agreement and for a period of **5 (Five) years** thereafter.

14 INTELLECTUAL PROPERTY RIGHTS

14.1 In case of Bespoke Development of the application/enhanced features: The Professional Agency undertake to disclose all such Intellectual Property Rights arising in performance of the Services to the GoO and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals as may be necessary as per the existing laws in India to effectively transfer such rights to the GoO. Once transferred, the GoO shall own and have a right to use all such Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Professional Agency solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract.

- 14.2 In case of deployment of COTS products:** GoO shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports and other documents which have been newly created and developed by the Professional Agency solely during the performance of the Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. All documentation and configuration items such as scripts, code, queries etc. developed by the Professional Agency shall be property of the GoO. The Professional Agency should create a repository of such resources and provide access to GoO. The Professional Agency undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the GoO and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the GoO. All pre – existing IPR with the Professional Agency proposed in this Project will remain property of the Professional Agency.
- 14.3** If GoO so desires, the Professional Agency shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the Goods supplied/ installed by the Professional Agency, and which may be assigned by the GoO to the Professional Agency for the purpose of execution of any of its obligations under the terms of the Bid, Tender Document or this Contract, shall be acquired in the name of the GoO, Subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the GoO
- 14.4** The Professional Agency / Professional Agency's Team shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person or entity and the Professional Agency shall keep the GoO indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Professional Agency or the Professional Agency's Team during the course of performance of the Services. In case of any infringement by the Professional Agency/ Professional Agency's Team, Professional Agency shall have sole liability of the defense and all related settlement negotiations with such person or entity whose Intellectual Property Rights have been infringed

15 COPYRIGHT

IGR will ensure to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with Software License Agreement except that additional copies of Standard Materials may be made by IGR for use within the scope of the Project of which the System is a part, in case if THE PROFESSIONAL AGENCY does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.

16 REPRESENTATION & WARRANTY DURING ANNUAL MAINTENANCE OF SOFTWARE AND HARDWARE

16.1 Ownership of all the IT, Non-IT hardware, System Software and Physical Infrastructure supplied by IGR/GoO/OCAC shall vest only with IGR/GoO and the Professional Agency shall not be entitled to mortgage, charge, assign or otherwise encumber it under any circumstances.

16.2 Similarly, IGR represents and warrants that all material or information provided by it to the Professional Agency in connection with or for the purposes of this Agreement are either owned by it or under proper license and the use and possession thereof by the Professional Agency in connection with or for the purposes of this Agreement will not infringe the rights of any third parties. IGR will defend, indemnify and hold the Professional Agency harmless from and against all losses, damages or costs arising out of or resulting from the following:

- (i) any action by a third party against the Professional Agency that is based upon any claim that the possession or use of any material supplied by IGR in connection with the Services under this Agreement infringe a patent, copyright or other proprietary right or violate a trade secret of such third party; and
- (ii) any action that is based upon any negligent act, breach or omission or willful misconduct of IGR including claims for death, personal injury or damage to any property arising out of the use or possession of the IGR's materials or location, in connection with the Services.

17 LIMITATION OF LIABILITY

Notwithstanding any other term contained in this Agreement the Professional Agency - Maximum Liability under this contract shall be limited to the total value of contract or the amount actually paid whichever is lower and will not include any indirect or consequential cause or damage, loss of profit, data or revenue.

18 TERMINATION

18.1 Termination for Professional Agency's event of default

Without prejudice to any other right or remedy which IGR/GoO may have in respect thereof under this Agreement, upon the occurrence of a Professional Agency's Event of Default, which constitutes Material Breach, IGR/GoO shall be entitled to terminate this Agreement by issuing 60 days Termination Notice.

18.2 Termination for IGR/GoO event of default

Without prejudice to any other right or remedy which Professional Agency may have in respect thereof under this Agreement, upon the occurrence of IGR/GoO's Event of Default, the Professional Agency shall be entitled to terminate this Agreement by issuing 60 days Termination Notice and be entitled to payment of Termination Compensation by IGR/GoO to Professional Agency

18.3 Termination Notice

If a Party have become entitled to do so decides to terminate this Agreement pursuant to the preceding Sub Clause 20.1 or 20.2, it shall issue Termination Notice setting out:

- (i) in sufficient detail the underlying Event of Default;
- (ii) the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- (iii) the estimated Termination Compensation including the details of computation
- (iv) any other relevant information

18.4 Obligation of Parties

Following the issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

- (i) Until completion of exit management the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continuity of Specified Services to the Users of the Project,
- (ii) The software and knowledge upon Transfer are handed over to IGR/GoO or its nominated entity by the Professional Agency in terms of Exit Management Plan on the Termination Date free from any encumbrances and subject to receipt of payments of all amounts due and payable by GoO to the Professional Agency under the terms of this Agreement.
- (iii) The Parties shall discharge their obligations.

18.5 Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of

the other Party at any time before the Termination occurs, the Termination Notice shall be deemed to be withdrawn by the Party which had issued the same.

Provided that the Party in breach shall compensate the other Party for any direct costs/consequences occasioned by the Event of Default, which caused the issue of Termination Notice.

18.6 Termination for Insolvency

The IGR may at any time in the interest of public service, terminate the Contract by giving written notice to the Professional Agency, if Professional Agency becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Professional Agency, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the IGR against the Professional Agency, in the interest of public service.

18.7 Termination Compensation

- (i) Termination in event of Professional Agency's event of default Professional Agency shall not be entitled for any Termination Compensation.
- (ii) Termination in the event of IGR/GoO event of default or Force Majeure, Professional Agency shall be entitled for Termination Compensation. It shall be amount of expenditure incurred by the Professional Agency in respect of the Project as on the date of termination and as duly certified by an independent auditor acceptable to the Professional Agency and GoO. IGR/GoO shall pay the said amount within 60 days of submission of estimation report by independent auditor.

19 DISPUTE RESOLUTION

- 19.1** All disputes, differences, claims and demands arising under the contract shall be referred to the Chief Secretary to Government of Odisha for his decision and the same shall be binding on all parties, unless either party makes a reference to arbitration proceedings in terms of clause 21.3 hereunder, within sixty days of such decision.
- 19.2** Any other terms and conditions mutually agreed prior to finalization of the order or Agreement shall be binding on the consultant.
- 19.3** IGR and the Professional Agency shall make every effort to resolve amicably through direct negotiation, any disagreement or dispute arising between them under or in connection with the work order as above. If any dispute arisen between parties remained unresolved or is on aspects not covered by this Agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matter the decision of which is specially provided for by the general conditions, such disputes shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering into the reference and the award of the arbitration or umpire, as the case may be shall be final and binding on both the parties.
- 19.4** The arbitrators or the umpire, as the case may be, with the consent of the parties, may modify the time frame for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Arbitration and Conciliation Act, 1996 or later and the rules framed thereunder and any statutory modification or reenactment thereof. The arbitration proceeding shall be held in Bhubaneswar, Odisha.

20 EXIT MANAGEMENT

- 20.1** In the case of termination of the Project Implementation, the parties shall agree at that time whether, and if so during what period, the provisions of this clause shall apply. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this clause. However, where the Project has run its full tenure, the Exit Management period will be the last 03 months of the 5 years contract.
- 20.2** The Professional Agency shall provide GoO 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 Project as a whole and Project Implementation within 6 months of the signing of the Service Agreement.
- i. A detailed program of the transfer process that could be used in conjunction with a Replacement Professional Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

- ii. plans for the communication with such of the Professional Agency's staff and any related third party as are necessary to avoid any material detrimental impact on the operations as a result of undertaking the transfer;
- iii. Plans for provision of contingent support to GoO, and Replacement Professional Agency for a reasonable period after transfer.

20.3 Confidential Information, Security and Data: The Professional Agency will promptly on the commencement of the exit management period supply to the IGR the following, namely:-

- (i) All current and updated data as is reasonably required for purposes of IGR transitioning the services in a readily available format to OCAC/OSDC or an agency nominated by the IGR;
- (ii) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable IGR, or its nominated agency to carry out due diligence in order to transition the provision of the Services to IGR, or its nominated agency (as the case may be);
- (iii) Before the expiry of the exit management period, the Professional Agency shall deliver to IGR all new or up-dated materials and shall not retain any copies thereof, except that the Professional Agency shall be permitted to retain one copy of such materials for archival purposes only;
- (iv) Before the expiry of the exit management period, unless otherwise provided under the Agreement, IGR shall deliver to the Professional Agency all forms of the Professional Agency confidential information, which is in the possession or control of IGR or its users.

21 FORCE MAJEURE

21.1 If either party is prevented, restricted, delayed or interfered by reason of-

- (i) fire, explosion, cyclone, floods; or
- (ii) war, hostilities, or warlike operations (whether a state of war be declared or not),
- (iii) invasion, act of foreign enemy, civil war, acts of public enemies, blockage or embargo; or
- (iv) rebellion, revolution, insurrection, mutiny, usurpation of civil or military Government, conspiracy, riot, civil commotion, and terrorist acts; or
- (v) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any Government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or National Government authority; or
- (vi) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague; or

- (vii) any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrictive trade practices or regulations; or
- (viii) strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; or
- (ix) any other circumstances beyond the control of the party affected.

Then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

21.2 This clause shall mean and be limited to the following in the execution of the contract placed by IGR/The Professional Agency.

- i. War / hostilities
- ii. Riot or civil commotion
- iii. Earth Quake, Flood, Tempest, Lightning or other natural physical disaster
- iv. Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the consultant, which prevent or delay the execution of the order by the consultant

21.3 The Professional Agency shall advise IGR in writing the beginning and the end of the above clauses of delay, within 7 days of occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, IGR reserves the right to terminate this agreement, subject to Termination Compensation by IGR/GoO to Professional Agency.

22 PUBLICITY.

Neither party shall use any name, mark or symbol of the other in any publicity release or advertising material or for any other purpose whatsoever without securing the prior written consent of the other. Neither Party shall use the other party's name or refer to the other party directly or indirectly in any media release, public announcement or public disclosure relating to this agreement or their subject matter, including in any promotional or marketing materials, customer lists, referral lists or business presentations without written consent from the other party for each such use or release.

23 WAIVER.

No forbearance, indulgence or relaxation by any party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Agreement shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Agreement.

24 ENTIRE AGREEMENT.

- 24.1** This Agreement along with its annexures constitutes the entire Agreement between IGR and the Professional Agency in relation to the subject matter of this Agreement.
- 24.2** Modification of this Agreement shall be effective only when agreed in writing and duly signed on behalf of IGR/GoO by IGR's Representative and on behalf of the Professional Agency by the Professional Agency's Representative and/or by an alternate authorized signatory of that party.

25 NON-ASSIGNMENT

Neither party hereto shall assign nor shall otherwise deal with all or any of its rights and obligations under this Agreement without the prior written consent of the other party which consent shall not be unnecessarily withheld. The Professional Agency shall also be entitled to engage sub-contractors to perform all or any portion or part of its obligations hereunder. In such event, however, the Professional Agency shall be fully responsible or liable for performance of its obligations under this Agreement.

26 TERM AND EXTENSION OF THE CONTRACT

The term of this Contract shall be for a period of Five (5) years from the date of Go- Live as defined in RFP and is extensible for another (2) years as per the terms and conditions set out in the RFP.

The GoO/IGR shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the PA at least 6 months before the expiration of the Term hereof, whether it will grant the PA an extension of the Term. The decision to grant or refuse the extension shall be at the GoO/IGR's discretion and such extension of the contract, if any, shall be as per terms agreed mutually between the Purchaser and PA.

Where the Purchaser is of the view that no further extension of the term be granted to the PA the GoO/IGR shall notify the PA of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the PA shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the

GoO/IGR shall either appoint an alternative agency/vendor or create its own infrastructure to operate such Services as are provided under this Contract.

27 NOTICES

27.1 All notices, requests, demands and other communications under this Agreement or in connection herewith shall be given to or made upon the respective parties as follows:-

(i) **To THE PROFESSIONAL AGENCY**

Name & Designation:

Phone No.

e-mail ID:

Address:

(ii) **To IGR, Odisha**

Name & Designation:

Phone No.

e-mail ID:

Address: Inspector General of Registration,
A wing Board of Revenue, Government of Orissa,
Rajaswa Bhawan, Cuttack – 753002, Odisha

(iii) To such other person or addresses as any of the parties shall have notified to the others.

27.2 All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing by letter, fax or telegram.

28 HEADINGS.

Headings in this Agreement are for reference purpose only and shall not affect the validity or interpretation of the clauses.

29 SEVERABILITY.

If any clause of this Agreement is found to be unenforceable under the applicable law, then that clause shall be deemed to be deleted as if it never formed part of the Agreement as long as such unenforceability subsists. However, the parties shall, to the maximum extent possible strive to achieve the commercial meaning of such deleted clause to the maximum extent possible under the applicable law.

30 LEGAL JURISDICTION.

All legal disputes are subject to the jurisdiction of Twin cities of Cuttack-Bhubaneswar courts only.

31 APPLICABILITY OF TENDER TERMS AND CONDITIONS

All terms & conditions stated in this Agreement would override the relevant terms & conditions mentioned in the RFP (Enquiry No: **IGR, Odisha-IGR, Odisha-03/2016/01** and Technical & Commercial bid submitted by the Professional Agency.

32 OVERALL ROLE AND RESPONSIBILITIES OF THE PROFESSIONAL AGENCY AND IGR

32.1 This section describes the responsibilities of the Professional Agency and IGR during the course of the implementation of the Project at a broad level.

Description	Primary Responsibility	Secondary Responsibility
System Study and Requirements gathering	The Professional Agency	IGR
Reviewing & Signing-off SRS within 2 Weeks from date of delivery	IGR	The Professional Agency
Defining standards for design and implementation of the system	The Professional Agency	
Design & construction of the system and sub-systems using design standards	The Professional Agency	
Unit Testing & System testing against base-lined and accepted SRS and design documents	The Professional Agency	
Release of Key Deliverables as per Project Plan	The Professional Agency	
Reviewing the deliverables submitted by THE PROFESSIONAL AGENCY and providing feedback on the same within 7 days from date of delivery.	IGR	The Professional Agency

Description	Primary Responsibility	Secondary Responsibility
Acceptance Testing & Signing-off of deliverables (within 15 days of submission)	IGR	The Professional Agency
Delivering the defect-fixed code and manuals to the IGR subsequent to Acceptance Testing	The Professional Agency	
Making the legacy data available for detailed study	IGR	
Strategy formulation for Data Migration	The Professional Agency	
Migrating existing data from legacy systems to the new application	The Professional Agency	IGR
Conducting training programs for the users in accordance with the training needs and training plans finalized by THE PROFESSIONAL AGENCY in consultation with IGR	The Professional Agency	IGR
Preparation of the training material	The Professional Agency	
Facilities for conducting the training course in terms of training rooms, Projectors etc	IGR	
Providing clarifications to queries raised by the Professional Agency Consultants, whenever required within 24-48 hours of raising the query	IGR	
Ensure hardware and network infrastructure readiness at all Registration offices	IGR	
Preparation of Acceptance test plan and acceptance test data	The Professional Agency	IGR
Acceptance Testing of each application delivered and providing defect logs to the Professional Agency consultants for incorporation of comments/feedback	IGR	The Professional Agency

Description	Primary Responsibility	Secondary Responsibility
Providing final acceptance on each enhanced application developed by the Professional Agency within the time frame specified in the acceptance test criteria	IGR	
Identifying end users to be trained, level of training and scope of training	IGR	The Professional Agency
Managing the change in the way of working at various levels; encouraging and ensuring participation of appropriate IGR staffs during implementation of the system to overcome resistance to change	IGR	The Professional Agency
Data Centre Facility Management Support	The Professional Agency	
Application support and maintenance	The Professional Agency	
Infrastructure Facility for Project Support Room with all Amenities	IGR	

IGR needs to form a task force including members from Government to ensure acceptance of the system to all.

- (a) IGR will appoint a Project Coordinator on a full-time basis to co-ordinate all the activities from its side. IGR Project Coordinator will be available to the Professional Agency Team for all queries and clarifications and will also be responsible for ratifying organization policy, rules as well as arrangements of any meetings/ interviews required during the project execution.
- (b) IGR Project Coordinator will communicate with the Professional Agency Project Manager on all issues related to the project on a regular basis. Other members of the Professional Agency Team will report to the Professional Agency Project Manager only. No team member will have the authority to issue any formal letters, unless designated by the Professional Agency Project Manager.

- (c) IGR will arrange for a series of meetings with Professional Agency to share the business process flow, rules, constraints related to system requirement to the Professional Agency team.
- (d) Business related data will be provided by IGR for Acceptance Testing.
- (e) All activities related to the design, construction and unit testing of enhancements will be carried out at the Professional Agency offices in Bhubaneswar.
- (f) All activities related to the system integration testing, user acceptance testing, debugging of enhancements will be carried out at IGR/GoO offices in Cuttack/Bhubaneswar.
- (g) Activities related to requirement analysis, training will be carried out at IGR/GoO offices in Cuttack/Bhubaneswar.
- (h) IGR will provide to the Professional Agency Development Team all required facilities, sitting arrangements, and office utilities like phone, e-mail, and necessary documents for carrying out the relevant activities at IGR premises in Cuttack.
- (i) IGR will ensure that the Professional Agency is involved in discussions for necessary consent before finalization of the agreements with other vendors, if any in accordance with the clauses in the agreement wherever it requires/involves support from the Professional Agency directly or indirectly.
- (j) IGR will give in writing all feedback, ratification, approvals and acceptance related to any assignment under this proposal.

32.2The Professional Agency shall not be responsible for the following terms:

- (a) Supply of expertise in areas like operating system, software installation, trouble-shooting/support and training in software other than the applications under AMC.
- (b) Any development work related to legacy system and other existing applications.
- (c) Manual insertion / deletion / editing of Production data.
- (d) SMS Gateway and Digital Signature Token Procurement
- (e) SSL Certificate for the Portal

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HANDS ON THE DATE FIRST ABOVE WRITTEN.

Signature

Signature

Signed by the authorized representative
For The Professional Agency

Signed by the authorized representative
For IGR, Odisha

In presence of witnesses:-

1. Name: _____

1. Name : _____

Address: _____

Address: _____

2. Name: _____

2. Name : _____

Address: _____

Address _____

Schedule I: (Scope of Work)

As mentioned in Volume-I of the RFP

Schedule II (User Fee)

- (i) **User Fee Notification:** GoO shall issue a User Fee Notification for the applicable User Fee as per the Commercial bid of “Volume I – Technical and Commercial Terms, Annexure 2: Commercial Bid” of this RFP. Schedule of User Fee for different types of Deeds and Services shall be as per the “Volume I – Technical and Commercial Terms, Annexure 5: Types of Deeds and Services” of RFP Volume I.
- (ii) **Professional Agency’s Right to receive a part of User Fee:** The Professional Agency shall be entitled to receive a part of user fee according to GoO Notification to be issued from time-to-time defining the effective date of implementation of the User Fee in consideration of the Professional Agency rendering various Specified Services to Users through the Project.
- (iii) **Procedure for collection of User Fee:** User Fee, Registration Fee and other government levies along with applicable taxes and charges collected at e-Registration Centre shall be properly accounted for by the Registration offices through e-Registration software. Under e-Registration system, it is proposed to adopt following procedure for collecting & accounting User Fee etc.
 - a. All the Fees including User Fee for services rendered at e-Registration Centres shall be collected by the Sub Registrar. A computer generated receipt shall be handed over to the citizen against User Fee and applicable taxes collected. By the end of the day’s transactions, a compiled list of receipts for the day shall be printed out and neatly pasted in the cashbook, which shall be duly authenticated by the Registering Officer’s representative and representative of the Professional Agency. This cashbook will be subject to audit by the internal audit organization/AG Odisha, Bhubaneswar.
 - b. At the end of day of the office / transaction hours, reconciliation of the collections shall be done, based on computerized report generated from the e-Registration software. Both the Registering Officer’s representative and the Professional Agency’s representative shall sign the report generated from software at the end of day.
 - c. The portion of the user fees along with service taxes shall be deposited by the Registering Officer or his authorized representative in a designated bank account of the Professional Agency as per its entitlement after deducting applicable TDS on daily basis. The balance amount of fees shall be deposited by the Registering Officer in the Designated Head of Account of the Government. The income tax deducted shall be credited to the proper account of the Income Tax Department by the Registering Officer under intimation to the

Professional Agency, IGR, Odisha and Government in Revenue and DM Department. IGR, Odisha shall intimate the TAN No. to all the Registering Officers for deposit of the income tax deducted from the dues of the Professional Agency towards applicable income tax.

- d. To the extent of TDS amount deposited to the income tax authority on behalf of the Professional Agency, IGR shall issue required TDS certificate to the Professional Agency.
 - e. At the end of month the Professional Agency shall reconcile the bank statement in respect of deposit of User Fees with computerized report signed by the Registering Officer's representative and representative of the Professional Agency.
 - f. The IGR, Odisha shall be invoiced by the Implementation Agency for the Services. Generally, and unless otherwise agreed in writing between the Parties or expressly set out in the SLA, the Professional Agency shall raise an invoice
- (b) If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by the IGR, Odisha for providing the goods and services i.e. GST or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Implementation Agency in performing the Services, then the remuneration and reimbursable expense otherwise payable to the Professional Agency under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts. However, in case of any new or fresh tax or levy imposed after submission of the proposal the Professional Agency shall be entitled to reimbursement on submission of proof of payment of such tax or levy.
- a.

Schedule III (Change Request Format)

**Office of the IGR
Change Request Form**

Project Name	e-Registration		
Change Request Id	#####		
Type of CR	<input type="checkbox"/> Enhancement	<input type="checkbox"/> Defect	<input type="checkbox"/> New
Name of submitting Officer	<Name>		
Brief Description of Request	<Enter a detailed description of the change being requested>		
Date of Submission of CR	[mm/dd/yyyy]		
Expected date of Completion	[mm/dd/yyyy]		
Priority	<input type="checkbox"/> Low	<input type="checkbox"/> Medium	<input type="checkbox"/> High <input type="checkbox"/> Mandatory
Reason for Change	<Enter a detailed description of why th echange is being requested>		
Other Artifacts Impacted	<List of artifacts affected by this change>		
Assumptions and Notes	<Enter additional comments, if any>		
Attachment or References	<input type="checkbox"/> Yes		<input type="checkbox"/> No
	Link:		
Approval Signature	<Approving authority's Signature>	Signing Date	[mm/dd/yyyy]