Request for Proposal (RFP)

for

Design, Development and Implementation of Integrated Land Records Management System (ILRMS)

Revenue Department
Government of Telangana

Page 1 of 152

08th January, 2018
# Table of Contents

1. FACT SHEET .................................................................................................................. 4
2. REQUEST FOR PROPOSAL ......................................................................................... 5
3. STRUCTURE OF THE RFP ......................................................................................... 7
4. BACKGROUND INFORMATION ................................................................................. 8
   4.1 BASIC INFORMATION .......................................................................................... 8
   4.2 ABOUT THE DEPARTMENT ................................................................................ 8
   4.2.1 ORGANIZATION STRUCTURE ...................................................................... 10
3. PROJECT BACKGROUND .................................................................................................. 14
   4.4.1 EXPECTED OUTCOMES ................................................................................. 18
5. INSTRUCTIONS TO THE BIDDERS ............................................................................. 22
   5.1 GENERAL ............................................................................................................... 22
   5.2 COMPLIANT PROPOSALS / COMPLETENESS OF RESPONSE ............................ 22
   5.3 CODE OF INTEGRITY .......................................................................................... 23
   5.4 PRE-BID MEETING & CLARIFICATIONS .............................................................. 24
   5.4.1 PRE-BID CONFERENCE .................................................................................. 24
   5.4.2 RESPONSES TO PRE-BID QUERIES AND ISSUE OF CORRIGENDUM ............ 24
5.5 KEY REQUIREMENTS OF THE BID .......................................................................... 25
   5.5.1 RIGHT TO TERMINATE THE PROCESS .......................................................... 25
5.6 BID QUERIES AND ISSUANCE OF CORRIGENDUM ........................................... 26
5.5.2 TRANSACTION FEES ......................................................................................... 25
   5.5.3 E-CORPUS FUND FEES ................................................................................. 25
   5.5.4 RFP DOCUMENT FEES .................................................................................. 25
   5.5.5 EARNEST MONEY DEPOSIT (EMD) ................................................................. 25
   5.5.6 SUBMISSION OF PROPOSALS ........................................................................ 26
   5.5.7 AUTHENTICATION OF BIDS ......................................................................... 27
6. PREPARATION AND SUBMISSION OF PROPOSAL .................................................. 27
6.1 PROPOSAL PREPARATION COSTS .......................................................................... 27
6.2 LANGUAGE ............................................................................................................... 28
6.3 VENUE & DEADLINE FOR SUBMISSION OF PROPOSALS ..................................... 28
6.4 LATE BIDS .............................................................................................................. 28
6.5 DEVIATIONS ............................................................................................................ 28
6.6 EVALUATION PROCESS ........................................................................................... 28
   6.8.1 TENDER OPENING ......................................................................................... 29
   6.8.2 TENDER VALIDITY ......................................................................................... 29
   6.8.3 TENDER EVALUATION ................................................................................. 29
6. CRITERIA FOR EVALUATION ....................................................................................... 30
   6.1 PRE-QUALIFICATION (PQ) CRITERIA ................................................................. 30
   6.2 TECHNICAL EVALUATION CRITERIA ............................................................... 32
   6.3 COMMERCIAL BID EVALUATION ...................................................................... 38
   6.4 COMBINED AND FINAL EVALUATION ............................................................... 38
7. APPOINTMENT OF IMPLEMENTATION AGENCY/PARTNER ....................................... 39
   7.1 AWARD CRITERIA ............................................................................................... 39
   7.2 RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSAL(S) 39
   7.3 NOTIFICATION OF AWARD ................................................................................. 39
   7.4 CONTRACT FINALIZATION AND AWARD .......................................................... 39
   7.5 PERFORMANCE GUARANTEE .............................................................................. 40
   7.6 SIGNING OF CONTRACT ...................................................................................... 40
   7.7 FAILURE TO AGREE WITH THE TERMS AND CONDITIONS OF THE RFP .......... 40
8. SCOPE OF WORK ........................................................................................................... 41
   8.1 INDICATIVE TECHNICAL ARCHITECTURE ....................................................... 45
   8.2 FUNCTIONAL REQUIREMENTS ............................................................................ 52
   8.2.1 PHASING OF SERVICES ................................................................................. 53
   8.3 NON-FUNCTIONAL REQUIREMENTS ..................................................................... 58
   8.4 OPERATION & MAINTENANCE (O&M) REQUIREMENTS ..................................... 63
9. DELIVERABLES & TIMELINES .................................................................................... 68
   9.1 PROJECT DELIVERABLES .................................................................................... 69
9.2 PROJECT DOCUMENTATION .......................................................................................................................... 72
9.3 IMPLEMENTATION TIMELINES ...................................................................................................................... 73
10. SERVICE LEVEL AGREEMENT ......................................................................................................................... 77
11. ROLES AND RESPONSIBILITIES ..................................................................................................................... 81
12. ACCEPTANCE TESTING AND CERTIFICATION .............................................................................................. 82
13. PAYMENT SCHEDULES ................................................................................................................................... 85

APPENDIX I: PRE-QUALIFICATION & TECHNICAL BID TEMPLATES ..................................................................... 87

1. PRE-QUALIFICATION Bid COVERING LETTER ......................................................................................... 87
2. COMPANY PROFILE ........................................................................................................................................ 88
3. DECLARATION OF NON-BLACKLISTING FOR PRIME BIDDER ........................................................................ 89
4. DECLARATION OF NON-BLACKLISTING FOR CONSORTIUM MEMBER: ..................................................... 90
5. FORMAT FOR POWER OF ATTORNEY FOR PRIME BIDDER OF CONSORTIUM ............................................ 91
6. NO DEVIATION CERTIFICATE (TO BE PROVIDED BY PRIME BIDDER) ......................................................... 92
7. TOTAL RESPONSIBILITY CERTIFICATE (TO BE PROVIDED BY PRIME BIDDER) ............................................. 92
8. CERTIFICATE FOR PROJECT EXECUTION EXPERIENCE FROM THE CLIENT .................................................. 92

FORMATS FOR SUBMISSION OF THE TECHNICAL BID ...................................................................................... 93

9. TECHNICAL BID CHECK-LIST ..................................................................................................................... 93
10. TECHNICAL BID COVERING LETTER ......................................................................................................... 94
11. CREDENTIAL SUMMARY ............................................................................................................................... 95
12. BIDDER’S EXPERIENCE -CLIENT CITATIONS ............................................................................................... 95
13. STRUCTURE OF PROPOSED SOLUTION .................................................................................................... 96

APPENDIX II: FINANCIAL PROPOSAL TEMPLATE ............................................................................................... 97

APPENDIX III: TEMPLATE FOR PBG & CCN ......................................................................................................... 101

ANNEXURE I: DRAFT CONTRACT AGREEMENT (MSA) ....................................................................................... 104

ANNEXURE II: SERVICES LIST (INDICATIVE) ..................................................................................................... 150

ANNEXURE III: BLOCK CHAIN TECHNOLOGY .................................................................................................... 150

ANNEXURE IV: EXISTING DATABASE DETAILS .................................................................................................... 151
## 1. Fact Sheet

<table>
<thead>
<tr>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>The method of selection is:</td>
</tr>
<tr>
<td><strong>Quality and Cost Based Selection (QCBS)</strong>, the technical proposals will be allotted weightage of 60% while the financial proposals will be allotted weightages of 40%.</td>
</tr>
</tbody>
</table>

RFP can be Collected online by paying the **document Fee of Rs. 15,000** Online/By Demand Draft in favour of **The Managing Director, TSTS** and payable at **Hyderabad** from any of the scheduled commercial bank online from [www.tsts.telangana.gov.in](http://www.tsts.telangana.gov.in) / [https://tender.telangana.gov.in](https://tender.telangana.gov.in).

**EMD** in the form of Demand Draft OR bank guarantee for **Rs. 50,00,000 (Fifty lacs only)**

<table>
<thead>
<tr>
<th>Name, address, and telephone numbers of the Nodal Officer:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managing Director   <a href="mailto:mngdirector-tsts@telangana.gov.in">mngdirector-tsts@telangana.gov.in</a></td>
</tr>
<tr>
<td>Shri. T Srinivas Rao, General Manager, <a href="mailto:tsrinivas@apts.gov.in">tsrinivas@apts.gov.in</a></td>
</tr>
<tr>
<td>Shri. B Venkateshwar Rao, SSA, <a href="mailto:bvrao-tsts@telangana.gov.in">bvrao-tsts@telangana.gov.in</a></td>
</tr>
<tr>
<td>4th Floor, TSTS office, BRKR Bhavan, Tank-bund,</td>
</tr>
<tr>
<td>Hyderabad-500063</td>
</tr>
<tr>
<td>Phone: 040-23220305</td>
</tr>
<tr>
<td>Fax: 040-23228057</td>
</tr>
<tr>
<td>For further details please visit <a href="http://www.tsts.telangana.gov.in">www.tsts.telangana.gov.in</a> / <a href="https://tender.telangana.gov.in">https://tender.telangana.gov.in</a></td>
</tr>
</tbody>
</table>

Proposals should be submitted in the e-procurement portal URL: [www.eprocurement.telangana.gov.in](http://www.eprocurement.telangana.gov.in)

Proposals should be submitted in the following language(s): **ENGLISH**

Taxes: < GST applicable rates>

Proposals must remain valid for **180 days** after the bid submission date
Bidders must submit all the items (documents), as per the folder structure specified. An indicative list of such items includes:

- **Tender Fee**: For an amount of **INR 15,000** payable online (Payable to The Managing Director, TSTS, Hyderabad)
- **Transaction Fee**: **INR 25,000** payable online (Payable to The Managing Director, TSTS, Hyderabad)
- **EMD**: In the form mentioned in this RFP for an amount of **INR 50,00,000** (Fifty Lakhs only)
- Pre-qualification response
- Technical Proposal
- Financial proposal
- Additional certifications/documents, etc.

Last date for submission of Pre-Bid Queries: **10/01/2018; 18:00 hrs**
Manging Director TSTS  mngdirector-tsts@telangana.gov.in
Shri. T Srinivas Rao, General Manager, tsrinivas@apts.gov.in
Shri. B Venkateshwar Rao, SSA, bvrao-tsts@telangana.gov.in

Pre-Bid: **11/01/2018; 15:30** at Conference Hall of CCLA Nampally Hyderabad

Bid Submission date: **22/01/2018; 15:00 hrs**

Proposals submitted after **22/01/2018; 15:00 hrs** will not be accepted.

Bid Opening: **22/01/2018; 16:00 hrs**

Pre-Qualification Evaluation: To Be informed later

Technical Presentations: To Be informed later

Technical Evaluation: To Be informed later

Commercial Bid Opening: To Be informed later

Agreement signing with selected Bidder: Within 1 week from the date of award of contract

---

2. **Request for Proposal**

Sealed tenders are invited from eligible, reputed, qualified Software Application Development organizations / System Integrators as detailed out in the Scope of Work under
Section 8 of this RFP Document. This invitation to bid is open to all Bidders meeting the minimum eligibility criteria as mentioned in Section 6.1 of this RFP Document.

**Consortium**

a. The bid response can be submitted by a single bidder or the bidder is allowed to come up with a consortium with another company/companies. However, the following must be noted with respect to consortium bids:

i. The number of consortium members including the Prime Bidder cannot exceed Four (04) considering the project covering mutually exclusive Scope of Work components viz. Core Application Development and Maintenance, GIS Application component, Deployment of Filed level Technical Staff for Operational & Maintenance support. Only in the case of Filed level Technical Staff, 2 consortium partners are allowed.

ii. The sole responsibility under the contract would be that of the Prime Bidder (The lead company nominated by all members (companies) in case of a consortium submitting the bid).

iii. Only Prime Bidder will submit the bids and sign the contract.

iv. The Pre-Qualification bid shall contain the details of arrangements between the Prime Bidder and other members of the consortium.

v. Prime Bidder shall be solely responsible to Purchaser in respect of meeting the financial liabilities of the Service Provider arising out of the Project.

vi. The consortium shall be evaluated (during Pre-Qualification and technical evaluation) based on the total strength as defined in this bid document. If any consortium member withdraws after submission of bid, Purchaser reserves the right to disqualify the consortium or undertake re-evaluation of the bidder’s prequalification.

vii. In case of a consortium, applicant consortia shall have a valid Memorandum of Understanding (MoU) / agreement among all the members signed by the Chief Executives/ Authorized Signatories of the companies dated prior to the submission of the bid. The MoU / agreement shall clearly specify the stake of each member and outline the roles and responsibilities of each member. The MoU / agreement shall be exclusively for this project and shall be responsible in case of failure by any
member.

b. No consortium would be allowed if either the Prime Bidder or any member of the consortium is black listed by any of the government agencies in India. The Prime Bidder shall submit an affidavit to this effect.

3. **Structure of the RFP**

This Request for Proposal (RFP) document for the project of Integrated Land Records Management System for Chief Commissioner, Land Administration (CCLA) – Government of Telangana comprise of the following.

I. **Instructions on the Bid process** for the purpose of responding to this RFP. This broadly covers:

a. General instructions for bidding process

b. Bid evaluation process including the parameters for Pre-qualification, Technical evaluation and commercial evaluation to facilitate Purchaser in determining Bidder’s suitability as the implementation partner

c. Payment schedule

d. Commercial bid and other formats

II. **Functional and Technical Requirements** of the project. The contents of the document broadly cover the following areas:

a. About the project and its objectives

b. Scope of work

c. Functional and Technical requirements

d. Project Schedule

e. Service levels for the implementation partner

The Bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating Bidder’s suitability to become the Software developer & Implementation partner of Purchaser.

III. **Draft Service Agreement (MSA), Service Level Agreement (SLA).** (provided in Annexure I)

The Bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to
the RFP documents in every respect will be at the Bidder's risk and may result in rejection of
the proposal.

4. Background Information

4.1 Basic Information

a) TSTS on-behalf of Chief Commissioner, Land Administration (CCLA), which is the
Purchaser invites responses (“Tenders”) to this Request for Proposals (“RFP”) from
Software Application Development Organizations/System Integrators (“Bidders”) for the
provision of Integrated Land Records Management System as described in Section 8 of
this RFP, under “Scope of Work”.

b) Any contract that may result from this Government procurement competition will be
issued for a term of 3 years (Three years) from date of Go-Live (Phase-II services) as
indicated in section 9.3 Implementation Timelines (“the Term”).

c) The Purchaser reserves the right to extend the Term of the contract for a maximum
period of 2 years (Two years), subject to such extension given for a period of 1 year at a
time with a maximum increase capped at 10% of the contract value. All other terms and
conditions in such extended contract shall be the same unless a specific change request
has been initiated and documented by the Vendor with due evaluation and approval at
the discretion of the Purchaser.

d) Proposals must be received not later than time, date and venue mentioned in the Fact
Sheet. Proposals that are received late WILL NOT be considered in this procurement
process.

4.2 About the Department
The creation and maintenance of records / information relating to land and property
ownership is done under the auspices of four different entities:

A. Survey and Settlements department, which conducts cadastral surveys and creates
and maintains basic records for each village.

B. Revenue department, which administers Land Records by way of updation of titles

C. Registration and Stamps department, which undertakes registration of deeds
pertaining to land involving sale, purchase, gift etc.
D. Urban and Rural local bodies, which maintain ownership information necessary to collect property taxes and undertake planning and developmental activities within Panchayat and municipal towns

**Revenue Department**

Revenue department through CCLA is currently performing the following Land administration related functions:

1. Mutation of Land Records
2. Maintenance of Land Records database
3. Pahani/Adangal records maintenance
4. Preparation of Zamabandi records
5. Maintenance of Government land register
6. Undertake action under revenue recovery act
7. Apply provisions of Urban Land Ceiling act
8. Issue of Pattadar passbook/Title deeds
9. Issue of duplicate Pattadar passbook/Title deeds
10. Restoration of assigned land under PA assigned land (POT) Act
11. Assignment of government land for Agriculture
12. Assignment of government land for house site
13. Regularization of encroachment through assignment
14. Handling complaints against land grabbers and encroachers
15. Inclusion of names as inheritors of protected Tenancy rights
16. Request for payment of compensation under Land Acquisition

The main objective of the proposed Integrated Land Record Management System is to develop a modern, comprehensive, transparent and near real time land records management system (on the lines of Core Banking solution used in banks) in the state with the help of innovative technical solutions, best practices adopted by other states/countries. The Project envisages facilitating the department by providing a clear legal title & complete updated information to land owners, tenants, and clarify issues regarding title, possession, claims & surcharges, easements (Common areas, parks etc.) and disputes & court cases.

**Registration and Stamps Department**
The Registration and Stamps Department is age old department functioning way back from the year 1864. Registration of various documents that endorse the rights and liabilities of the citizens pertaining to various types of transactions that they enter into (e.g., sale, purchase, mortgage, lease, power of attorney etc.), is the main function of this department. Registration department is the custodian of such records and offers services to citizens within the scope of their functions as guided by different Acts. The department functions are driven by the Indian Registration Act.

The department is collecting revenue to the State exchequer by way of Stamp Duty, Transfer Duty and Registration Fees. Distribution and sale of various kinds of stamps is the main function under the Stamp Act (Judicial, non-judicial & Revenue stamps). Currently, the department is performing the Land related registration functions largely governed by two Acts namely, Registration Act, 1908 and Indian Stamp Act, 1899.

Government of Telangana has decided to merge the functions of Registration and Land Records in a phased manner. Currently Registration and Land records systems are separate applications with its own databases owned and maintained by the respective departments.

Proposed solution combines the functions performed by Registration and Land records system into a single application with a single database. The solution will cover only Agricultural lands to begin with but may cover non agricultural properties at a later date.

4.2.1 Organization Structure

1. Revenue Department
2. **ORGANOGRAM OF CCLA OFFICE (HOD) OF TELANGANA STATE**
3. ORGANOGRAM OF DISTRICT ADMINISTRATION

![Organogram of District Administration]

4. Registration and Stamps Department

**Secretariat Level:** The Deputy Chief Minister holds the portfolio of Registration and Stamps Department. The Principal Secretary to Government, Revenue (R&S) heads at the Government level. He is assisted by Deputy Secretary and Assistant Secretary. There are three Sections dealing with the subject.

**State Level:** Commissioner and Inspector General is the Head of the Department who acts as Chief Controlling Revenue Authority (CCRA). The C&IG is assisted by 1 Additional I.G, 1 Joint IG and 3 Assistant IGs.

**Zonal Level:** Deputy Inspector General is the Head of the Zonal administration which consists of 1 or 2 districts usually. He is the appointing authority and disciplinary authority for the Sub-Registrars and Senior Assistants. For administrative convenience 6 registration zones are created in the State.

**District Level:** District Registrar is the Head of the District administration. He is the overall in charge of the district administration. He is the appointing authority for Junior Assistants and the other lower staff. The DR is the Registration authority for Societies and Firms in the district. For administrative convenience 12 Registration Districts are created in the 10 Revenue Districts in the State. To exclusively concentrate on Internal Audit and Market Value implementation, a unit under the District Registrar (MV & Audit) is constituted.
**Sub District Level:** There are 141 Sub-districts (Sub-Registrar offices) across the State. Each Sub-district is headed by a Sub-Registrar. The Sub-Registrar registers the documents. He issues ECs and CCs of registered documents. He registers marriages under Hindu marriage Act and Special marriage Act.

5. **Government Users with Roles**

Bidders should consider the below mentioned number of departmental users and their role in the application usage, in designing the solution architecture for Integrated Land Records Management system:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>User</th>
<th>Number</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Revenue Department</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>CMO</td>
<td>2</td>
<td>To view various reports</td>
</tr>
<tr>
<td>2</td>
<td>CS</td>
<td>1</td>
<td>To view various reports</td>
</tr>
<tr>
<td>3</td>
<td>Spl.CS Revenue</td>
<td>1</td>
<td>To view various reports</td>
</tr>
<tr>
<td>4</td>
<td>CCLA</td>
<td>3</td>
<td>To view various reports</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>1</td>
<td>login for testing the modules in demo server</td>
</tr>
<tr>
<td>6</td>
<td>District Collectors</td>
<td>31</td>
<td>To view various reports</td>
</tr>
<tr>
<td>7</td>
<td>Joint Collectors</td>
<td>31</td>
<td>To view various reports</td>
</tr>
<tr>
<td>8</td>
<td>Revenue Divisional Officers</td>
<td>68</td>
<td>To view various reports</td>
</tr>
<tr>
<td>9</td>
<td>Tahsildars</td>
<td>584</td>
<td>Updation of land records by way of Mutation, Sadabainama etc., &amp; to view various reports</td>
</tr>
<tr>
<td>10</td>
<td>Naib Tahsildar</td>
<td>584</td>
<td>Issuance of LEC cards &amp; To view various reports</td>
</tr>
<tr>
<td>11</td>
<td>Girdawars</td>
<td>584</td>
<td>To capture workflow</td>
</tr>
<tr>
<td>12</td>
<td>Village Revenue Officers</td>
<td>10,875</td>
<td>To capture workflow</td>
</tr>
<tr>
<td>13</td>
<td>Operators</td>
<td>10 logins for each Mandal</td>
<td>Data entry of crop details</td>
</tr>
<tr>
<td></td>
<td><strong>Registration and Stamps Department</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Commissioner and I.G</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Additional I.G</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Joint I.G</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Deputy I.G</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>District Registrar/Asst.I.G</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Sub-Registrar-Gr-I &amp; Gr-II</td>
<td>195</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Senior Assistant</td>
<td>186</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Junior Assistant</td>
<td>515</td>
<td></td>
</tr>
</tbody>
</table>
4.3 Project Background

The following IT systems are implemented and currently being used in the state of Telangana for Land Administration:

- **WEBLAND** (Web Based Land Records for Revenue department) Developed by NIC
- **CARD** (Computer-aided Administration of Registration Department) – Developed by NIC
  - Citizen - Government interface for property registration across the counters
- **MaBhoomi** (Developed by NIC)
  - Citizen Portal for viewing their Land Records and Grievance / complaint registering
- **BhuNaksha** (Developed by NIC)
  - BhuNaksha is the digitised cadastral map management tool, application allows Citizen to view the information pertaining to selected land parcel by providing selection parameters viz. District, Mandal, Village.
- **Revenue Court Case Management System** (Developed by CGG)
  - Used for generation of Cause list, Notices, court proceedings, Case Judgements etc.

**WEBLAND**

Webland system is a web based, centralized land records management system in the state to store, manage details of Agricultural Land Owners along with Crop details. All the land records are digitally signed by respective Tahsildars. It has the provision to carryout mutations. Government lands are categorized into 34 categories and are allotted Unique Codes. Webland is aimed at efficient management of land records and providing quicker and Across-The-Counter services to citizen

The below figure depicts the WEBLAND workflow:
- Tahsildars to port the data to Central Database
- Update the data if required and ensure accuracy
- Digitally sign the Pahani / Adangal data
- Accept the request for certificates from Mee-Seva
- Process the request
- Verify the digital signature
- Deliver the data to Mee-Seva

The various modules currently available in WEBLAND system are given below:
WEBLAND application is hosted in State Data Centre (SDC) at Hyderabad. The Network architecture of SDC is shown in below diagram:

1. **Existing Server Infrastructure:**

The server infrastructure at SDC pertaining to Webland:

<table>
<thead>
<tr>
<th>Server</th>
<th>Configuration</th>
</tr>
</thead>
</table>
| Webland App Server      | Make & Model: VMware Virtual Machine  
                          | Type: Virtual Machine  
                          | CPU: 16 vCPU  
                          | RAM: 512 GB  
                          | HDD: C: 1.7 TB, D: 3 TB & E: 2TB  
                          | Storage: G: 30TB |
| Webland DB Server       | Make & Model: Dell Poweredge R720  
                          | Type: Physical Machine  
                          | CPU: 2*Hexa-core Intel Xeon E5-2620 v2 @ 2.10GHz  
                          | RAM: 512GB  
                          | HDD: 3*600 GB (C: 100GB) & D: 1 TB  
                          | Storage: F: 20TB & G: 4 TB |

2. **Existing DB details:**

The existing database details are:

<table>
<thead>
<tr>
<th>System</th>
<th>Database Version</th>
<th>Database Size</th>
</tr>
</thead>
</table>

Page 16 of 152
The existing Database Tables schema details are provided in Annexure IV as separate document:

3. **Existing end-user computing device (PCs) details:**

The end-user computing devices PCs available at field offices are given below:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Districts</th>
<th>Total no of Systems</th>
<th>Working</th>
<th>Not working</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Adilabad</td>
<td>100</td>
<td>92</td>
<td>8</td>
</tr>
<tr>
<td>2</td>
<td>Bhadradri Kothagudam</td>
<td>161</td>
<td>161</td>
<td>0</td>
</tr>
<tr>
<td>3</td>
<td>Hyderabad</td>
<td>150</td>
<td>145</td>
<td>5</td>
</tr>
<tr>
<td>4</td>
<td>Jagityal</td>
<td>99</td>
<td>92</td>
<td>7</td>
</tr>
<tr>
<td>5</td>
<td>Jangaon</td>
<td>72</td>
<td>61</td>
<td>11</td>
</tr>
<tr>
<td>6</td>
<td>Jayashankar Bhupalpally</td>
<td>96</td>
<td>89</td>
<td>7</td>
</tr>
<tr>
<td>7</td>
<td>Jogulamba Gadwal</td>
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<td>Peddapally</td>
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<td>22</td>
<td>Rajanna Siricilla</td>
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<td>Sangareddy</td>
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<td>26</td>
<td>Suryapet</td>
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<tr>
<td>27</td>
<td>Vikarabad</td>
<td>100</td>
<td>81</td>
<td>19</td>
</tr>
<tr>
<td>28</td>
<td>Wanaparthy</td>
<td>62</td>
<td>58</td>
<td>4</td>
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<td>29</td>
<td>Warangal Rural</td>
<td>103</td>
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<tr>
<td>S.No</td>
<td>Districts</td>
<td>Total no of Systems</td>
<td>Working</td>
<td>Not working</td>
</tr>
<tr>
<td>------</td>
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<td>------------</td>
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<tr>
<td>30</td>
<td>Warangal Urban</td>
<td>98</td>
<td>98</td>
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<tr>
<td>31</td>
<td>Yadadri Bhuvanagiri</td>
<td>68</td>
<td>61</td>
<td>7</td>
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<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>3338</strong></td>
<td><strong>3037</strong></td>
<td><strong>301</strong></td>
</tr>
</tbody>
</table>

Configuration of the systems:

- Dual Core (2GB RAM & 500 HDD & Windows 7)
- Core 2 Duo (2GB RAM & 500 HDD & Windows 7)
- i3 (4GB RAM & 500 HDD & Windows 7 & 8)
- i5(4GB RAM & 500GB/1TB HDD & Windows 7 & 8)
- The department is also in the process of procuring 600 High end PCs with Passbook printers, Overhead scanners and Bio metric devices (Finger print and IRIS) at the rate of 1 in each Tahasildar’s office.
- CCLA has also procured about 5000 Tabs in 2016 which are also available.

### 4.4.1 Expected Outcomes

Government of Telangana intends “To establish and manage a new Integrated Land Records Management System that combines Land Administration and Registration services and which serves as a single source of truth for all land parcels and discharge all land related functions in an integrated, efficient and effective manner based on work flow based approach through system without any manual records with all actions on a near real time basis. Conceptually the whole design should be in a manner similar to the way the integrated banking operations are carried by Banks through a core Banking solution”

The expected outcomes of the new Integrated Land Records Management system are:

- Efficient Land Administration through automation of workflow, backend digitization, integration of multiple applications of different departments and adoption of innovative modern technology interventions.
- Combining the Registration and land records functions related to the Agricultural land
- Single window to handle land records (including the maintenance and updating of textual records, maps, survey and settlement operations and Registration of immovable property)
- Single source of truth for all data pertaining to land records
- Automatic trigger for mutation following registration or based on a request from the department or the citizens
- Real time updation of textual data.
• Real time updation of spatial data using GIS tools.
• Transformation of all Manual processes in to Digital through system based workflows for all functionaries of the Revenue department.
• Defined workflow with timelines and access based controls
• Provision to update changes arising out of legal and policy changes
• Increased transparency and reliability
• End to end security for all transactions
• Bilingual (English and Telugu) enabled with Telugu as default including data storage in Telugu through Unicode format.
• The land transactional information (Buying, selling, Mortgage etc.) to be informed to the stakeholders on Real time basis in similar lines as a core banking solution used by banks
• QR code compatible
• Robust MIS Reporting with Business Intelligence, Analytics, Visualization and near real-time Dashboard Capabilities for various levels of officials,
• External interfaces with Agriculture, Banks/Financial Institutions, Urban and Local bodies, Revenue Courts, UIDAI, etc.
• Solution to be ready for Blockchain architecture which helps in the Land administration:
  o Security – In Titling during any property transactions is processed
  o Integrity – of the entity that will be used in a customer transaction
  o Validation – Third party users (Notaries, cadaster, banks etc) to make queries of information and entities which have the required permissions, and also validate and verify the data.
  o Tamper proof ownership details of land records

The following are the expected benefits to the stakeholders by implementing the envisaged integrated system:

I. **Citizens**
   A) Revenue Services Related:
      • Ease of use for Land related services in terms of Unique identification of owner, Land parcel and land related transaction history
      • Land transactions information (Buying, selling, Mortgage etc.) available on a near Real time basis modelled along Core-banking solution
      • Near real time updation ownership details of Land records to the citizens as and when a transaction happens on the land.
      • Integrated services for Registration and Land Records
• Tracking of application/service status
• e-Linkages with Agriculture, Banks / credit agencies/BFSI Institutions
• Additional delivery channels Mobile/Kiosks
• Automatic trigger for mutation
• GIS spatial information in the land records
• Use of Block chain to ensure tamper proof records and secure transactions.

B) Registration Services Related:
• Standardized Template for various types of deeds(format legally vetted)
• View of Prohibited properties
• Prevent registration of Prohibited properties or double registration of same property or registration of bogus and non-existent property.
• Booking of Time slots for Registration
• Tracking of application/service status and sms/e-mail alerts
• Automatic association of segment and calculation of consideration value
• Automatic calculation of structural cost and stamp duty
• Market value assessment of properties
• Online property encumbrance search
• Online certified copy of documents
• GPA search
• Informational services related to Registration and Stamps

II. Department
A) Revenue Department:
• Simple to use and easy to maintain
• Integrated Registration and Land Records
• Land owners linked to e-passbook
• Complete Digital and system based work flow for all officials.
• Real time up-dation of textual records
• Real time up-dation of spatial records
• Complete traceability of ownership of Land records
• Simple & easy to use GIS tools
• Business Intelligence tools & Analytics, Visualization and Dashboard for reporting/decision making
• Aadhaar & Biometric enabled access for all the users of the application
• Complete Audit Trail
• End to End Security, Integrity, Validation & Transparency using Block Chain technology
• Additional delivery channels like Handheld devices/Mobile/Kiosks
• Custom building of multiple types of reports using tools
• Built in rule engine to support the changes (legal / policy) made by the government
• Pre-defined analysis reports
• Automatic initiation of mutation, capture of field processes related to mutation and tracking of the same
• Bi-lingual support (English & Telugu) with Telugu as default.

B) Registration Department:
• Integrated Registration and Land Records
• View of updated spatial data
• Flagging of Prohibited properties during initiation of transactions
• Prevent registration of Prohibited properties or double registration of same property or registration of bogus and non-existent property
• Built in workflow to validate the registration process
• Aadhaar & Biometric enabled for Securing the application and capturing the thumb impression of involved parties in Registration including witnesses
• Support for various types of standardized templates e.g. Sale, Mortgage, Gift, Adoption etc.
• Custom building of multiple types of reports using tools
• Support for multiple types of reports
• Automatic association of segment and calculation of consideration value
• Automatic calculation of structural cost and stamp duty
• e-Stamp module for payment of Stamp duty, Registration fees and other duties/fees
• Generation and printing of deeds on stamp and plain papers
• Generation/ Printing of endorsements
• Built in workflow to validate the registration process
• Integration with biometric device for securing the application and capturing the thumb impression of involved parties
• Support for multiple unit of measurements like Acre, Guntas, Sq. ft, Cents, Sq. metres, Sq. Yards etc.
• Built in rule engine to support the changes introduced by the government
• List of pending documents details
• Bi-lingual support- English & Telugu with Telugu as default.

5. Instructions to the Bidders

5.1 General

a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP.

c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.

d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

5.2 Compliant Proposals / Completeness of Response

a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
b) Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
   i. Include all documentation specified in this RFP;
   ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
   iii. Comply with all requirements as set out within this RFP.

5.3 Code of integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

a) Prohibition of

1. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
2. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
3. Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
4. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
5. Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
6. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
7. Obstruction of any investigation or auditing of a procurement process.
8. Making false declaration or providing false information for participation in a tender process or to secure a contract;

b) Disclosure of conflict of interest
1. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

### 5.4 Pre-Bid Meeting & Clarifications

#### 5.4.1 Pre-bid Conference

a) The queries should necessarily be submitted in the following format:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>RFP Document Reference(s) (Section &amp; Page Number(s))</th>
<th>Content of RFP requiring Clarification(s)</th>
<th>Points of clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<tr>
<td>2.</td>
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<td></td>
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<tr>
<td>3.</td>
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<td></td>
</tr>
</tbody>
</table>

b) Purchaser shall not be responsible for ensuring that the Bidders’ queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

#### 5.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

a) The Nodal Officer notified by the Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.

b) At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

c) The Corrigendum (if any) & clarifications to the queries from all Bidders will be emailed to all participants of the pre-bid conference.
d) Any such corrigendum shall be deemed to be incorporated into this RFP.

e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Purchaser may, at its discretion, extend the last date for the receipt of Proposals

### 5.5 Key Requirements of the Bid
#### 5.5.1 Right to Terminate the Process

a) Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.

b) This RFP does not constitute an offer by Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the contract.

#### 5.5.2 Transaction Fees

The demand draft of Transaction fees (as mentioned in the Fact Sheet) should be submitted along with the bidder’s proposal. Proposals received without or with inadequate RFP Document fees shall be rejected without recourse.

#### 5.5.3 e-Corpus Fund Fees

Successful Bidder has to pay an amount of 0.04% of the Financial Quote through a Demand Draft in favour of The Managing Director, TSTS, Hyderabad towards Corpus fund at the time of conclusion of the Agreement.

#### 5.5.4 RFP Document Fees

The demand draft of RFP document fees (if any, as mentioned in the Fact Sheet) should be submitted along with the bidder’s proposal. Proposals received without or with inadequate RFP Document fees shall be rejected without recourse.

#### 5.5.5 Earnest Money Deposit (EMD)

a) Bidders shall submit, along with their Proposals, an EMD of Rs. 50,00,000 (Fifty Lakhs only), in the form of a demand draft / Bankers Cheque OR bank guarantee:
i. EMD BG issued by a commercial bank in favour of **The Managing Director, TSTS, Hyderabad**. The EMD BG should remain valid for a period of 180 days beyond the final tender validity period.

ii. Demand Draft in favour of **The Managing Director, TSTS** Payable at **Hyderabad**

b) EMD of all unsuccessful Bidders would be refunded by Purchaser of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix III.

c) The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.

d) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.

e) The EMD may be forfeited:
   i. If a Bidder withdraws its bid during the period of bid validity.
   ii. In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP.

### 5.5.6 Submission of Proposals

Bidders should submit their responses as per the procedure specified in the e-Procurement portal ([www.eprocurement.telangana.gov.in](http://www.eprocurement.telangana.gov.in)) being used for this purpose.

1. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website [www.eprocurement.telangana.gov.in](http://www.eprocurement.telangana.gov.in).

2. Bidders can log-in to e-procurement platform in Secure mode only by signing with the Digital certificates.

3. The bidders should scan and upload the respective documents in Pre-Qualification and Technical bid documentation as detailed in the RFP including EMD. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity.

4. The rates should be quoted in online only

Generally, the items to be uploaded on the portal would include all the related documents mentioned in this RFP, such as:
- Tender Fee
- Transaction Fee
- EMD
- Pre qualification response
- Technical Proposal
- Financial proposal
- Additional supporting certifications/documents Eg. Power of Attorney, CA certificates on turnover, etc.

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal. The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (freezed) within the submission timelines. The Purchaser will in no case be responsible if the bid is not submitted online within the specified timelines. All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder’s Proposal.

### 5.5.7 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

### 5.6 Preparation and Submission of Proposal
#### 5.6.1 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
5.6.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

5.6.3 Venue & Deadline for Submission of Proposals

The response to RFP must be submitted on the e-Procurement portal www.eprocurement.telangana.gov.in by the date and time specified for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

5.6.4 Late Bids

Bids submitted after the due date will not be accepted by the e-Procurement system and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal.

5.7 Deviations

The Bidder may provide deviation to the contents of the RFP document in the format prescribed in Appendix I, Format 6. The Purchase Committee would evaluate and classify them as “material deviation” or “non-material deviation”. In case of material deviation, the committee may decide to “monetize” the value of the deviations, which will be added to the price bid submitted by the Bidder OR declare the bid as nonresponsive.

The Bidders would be informed in writing on the committee’s decision on the deviation, prior to the announcement of technical scores. The Bidders would not be allowed to withdraw the deviations at this stage, the Bidder would not be allowed that to withdraw the deviations submitted without the prior consent of the Purchaser.

In case of non-material deviations, the deviations would form a part of the proposal & contract.

5.8 Evaluation Process

a) Purchaser will constitute a Purchase Committee to evaluate the responses of the Bidders
b) The Purchase Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

c) The decision of the Purchase Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.

d) The Purchase Committee may ask for meetings with the Bidders to seek clarifications on their proposals.

e) The Purchase Committee reserves the right to reject any or all proposals on the basis of any deviations.

f) Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.

5.8.1 Tender Opening

The Proposals submitted shall be opened as mentioned in the Fact Sheet.

5.8.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

5.8.3 Tender Evaluation

a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive. If Proposals;

- Are not submitted in as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney)
- Are found with suppression of details
- With incomplete information, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested in the checklist
- Have non-compliance of any of the clauses stipulated in the RFP
- With lesser validity period

b) All responsive Bids will be considered for further processing as below.

Purchaser will prepare a list of responsive Bidders, who comply with all the Terms and
Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

6. Criteria for Evaluation

6.1 Pre-Qualification (PQ) Criteria

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Criteria</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The bidder (All partners in case of Consortium) should be a company registered under the Companies Act, 1956 /2013</td>
<td>Certificate of incorporation</td>
</tr>
<tr>
<td>2.</td>
<td>Power of Attorney to be provided by the Bidding company (All partners in case of Consortium) in favour of its representative as evidence of authorized signatory’s authority</td>
<td>POA</td>
</tr>
<tr>
<td>3.</td>
<td>The bidder (All partners in case of Consortium including Prime Bidder) should have been in the IT/ITES business for the last 05 years</td>
<td>Certificate from Auditor</td>
</tr>
<tr>
<td>4.</td>
<td>The bidder (Prime Bidder in case of Consortium) should have an Annual turnover of at least <strong>INR 100 Crores</strong> from IT/ITES services in each of the last 3 (three) accounting years ending 2016-17. In case of Consortium, each Partner(Other than Prime Bidder) should have at least <strong>INR 15 Crores</strong> from IT services in each of the last 3 (three) accounting years ending 2016-17. In case of partners for providing IT support manpower the revenue from providing IT support manpower shall be Rs 10 Crore in each of the last 3 (three) accounting years ending 2016-17.</td>
<td>Letter from company’s Chartered Accountant certifying turnover of company</td>
</tr>
<tr>
<td>5.</td>
<td>The bidder (Prime Bidder in case of Consortium) should have at least valid CMMI Level 3 certification</td>
<td>Copy of valid Certification to be attached</td>
</tr>
<tr>
<td>6.</td>
<td>The bidder (All partners in case of Consortium) should have valid ISO 9001 certification</td>
<td>Copy of valid Certification to be attached</td>
</tr>
<tr>
<td>7.</td>
<td>Bidder (At least One partner in case of Consortium) should have experience in implementing at least one similar Land records related project within last 5 years in central government / state government / PSU in India or Central/Provisional Government outside India with minimum Implementation value of INR 5 Crore (Single P.O or combined P.O).</td>
<td>Copy of Certificate from the Client</td>
</tr>
<tr>
<td>S.No.</td>
<td>Criteria</td>
<td>Documents Required</td>
</tr>
<tr>
<td>-------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------</td>
</tr>
<tr>
<td>8.</td>
<td>Bidder (At least One partner in case of Consortium) should have experience deploying at least 300 people in any Government department (central government / state government / PSU in India) in each of the last 3 years accounting years ending 2016-17 in IT support positions like Data entry, Network maintenance, Hardware Systems maintenance or software application maintenance etc. (Single P.O or combined P.O).</td>
<td>Copy of Certificate from the Client</td>
</tr>
<tr>
<td>9.</td>
<td>Bidder (At least One partner in case of Consortium) should have experience in implementing at least one GIS application project involving Asset Mapping &amp; Management etc. with minimum Implementation value of INR 1 Crore (Single PO).</td>
<td>Copy of Certificate from the Client</td>
</tr>
<tr>
<td>10.</td>
<td>The bidder (Prime Bidder in case of Consortium) should have on its roll at least 200 IT Professionals as its direct employees as on date (Staff performing duties of IT/Software Design / Development / Implementation, Installation, Testing and maintenance of software applications and not Data Entry or hardware or Network maintenance.</td>
<td>Certificate from the authorized signatory of the company</td>
</tr>
<tr>
<td>11.</td>
<td>The bidder (Prime Bidder in case of Consortium) should have an office presence in Hyderabad or the authorized signatory should certify stating they shall open an office in Hyderabad on or before the start of the project, if they are awarded the work.</td>
<td>Letter of Undertaking from the authorized signatory of the company</td>
</tr>
<tr>
<td>12.</td>
<td>The sole bidder OR the Prime bidder (In case of consortium) and each member of the Consortium should never have been blacklisted by any Central / State Government Department or Central/State Public Sector Units (PSUs) as on the bid submission date.</td>
<td>Necessary certificate from the Authorized signatory of the company/ies</td>
</tr>
</tbody>
</table>
### 6.2 Technical Evaluation Criteria

<table>
<thead>
<tr>
<th>S.No</th>
<th>Criteria</th>
<th>Basis for Evaluation</th>
<th>Max Marks</th>
<th>Supporting Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>COMPANY PROFILE</td>
<td></td>
<td>05</td>
<td>Copy of the Audited Balance sheet with Profit &amp; Loss; OR Certificate from the statutory auditor for three years</td>
</tr>
<tr>
<td>a)</td>
<td>Bidder’s Average Annual turnover in last 3 years (In Rs Crores) (In case of Consortium, only the Prime Bidder’s Turnover shall be considered)</td>
<td>Greater than INR 100 Crore &amp; Less than INR 150 Crore: <strong>3 marks</strong> Greater INR 150 Crore: <strong>5 marks</strong></td>
<td>05</td>
<td></td>
</tr>
<tr>
<td>II.</td>
<td>RELEVANT EXPERIENCE</td>
<td></td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>a)</td>
<td>Experience in Bespoke Software Application Development, or COTS Implementation in similar Registration Services related project in central government / state government / PSU in India or Central/Provisional</td>
<td>For each project: 05 marks</td>
<td>10</td>
<td>Completion Certificates from the client; OR Work Order</td>
</tr>
<tr>
<td>S.No</td>
<td>Criteria</td>
<td>Basis for Evaluation</td>
<td>Max Marks</td>
<td>Supporting Documents</td>
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<td></td>
<td>Government outside India to be demonstrated in a maximum of 2 Nos. engagements of value more than Rs.3 Crore each. The work order should have been issued within the last 5 years</td>
<td></td>
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<tr>
<td>b)</td>
<td>Experience of Bespoke Software Application, Development, or COTS Implementation in similar Land Records related project in central government / state government / PSU in India or Central/Provisional Government outside India of value more than Rs.5 Crore each, to be demonstrated in a maximum of 2 Nos. engagements The work order should have been</td>
<td>For each project: 05 marks</td>
<td>10</td>
<td>Completion Certificates from the client; OR Work Order</td>
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<tr>
<td>S.No</td>
<td>Criteria</td>
<td>Basis for Evaluation</td>
<td>Max Marks</td>
<td>Supporting Documents</td>
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<td>issued within the last 5 years.</td>
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<td></td>
<td>c) Experience in GIS application project involving Asset Mapping &amp; Management of value more than Rs. 1 Crore each, to be demonstrated in a maximum of 2 Nos. engagements.</td>
<td>For each project: 2.5 marks</td>
<td>5</td>
<td>Completion certificates from the client; OR Work Order</td>
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<tr>
<td>III.</td>
<td>SOLUTION PROPOSED, APPROACH &amp; METHODOLOGY</td>
<td></td>
<td>30</td>
<td></td>
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<tr>
<td></td>
<td>a) Solution development methodology proposed for the demonstration of understanding of Software</td>
<td>Qualitative assessment based on Demonstration of understanding of the Department’s requirements by providing</td>
<td>10</td>
<td>Solution write-up</td>
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<td>S.No</td>
<td>Criteria</td>
<td>Basis for Evaluation</td>
<td>Max Marks</td>
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<td></td>
<td>development and implementation, which would be required to deliver the service required by the Government department</td>
<td>details on: − Solution proposed and its components − Technologies proposed with emphasis on UI/UX − Sizing of IT Hardware proposed − GIS solution proposed − Data migration Strategy − Application database upgradation, if any − Scale of implementation − Challenges likely to be encountered − Mitigation proposed -Integration Approach with external application/s - Blockchain Technology implementation Approach</td>
<td></td>
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<tr>
<td>b)</td>
<td>Approach to Execution</td>
<td>– Understanding of the objectives of the assignment: The extent to which the approach and work plan respond to the objectives indicated in the Statement/Scope of Work – Software development methodology proposed (ie. Waterfall model, Spiral model, Iterative, Agile development, Code and fix etc.)</td>
<td>10</td>
<td></td>
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<tr>
<td>S.No</td>
<td>Criteria</td>
<td>Basis for Evaluation</td>
<td>Max Marks</td>
<td>Supporting Documents</td>
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<td>- Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of the RFP</td>
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<tr>
<td>c)</td>
<td>Proposed Resource capability Adequacy of the proposed team structure</td>
<td>Proposed resource CV &amp; sample CV for Field level Technical staff. The proposed resources must be with the Bidder for at least 1 year as on date.</td>
<td>10</td>
<td>Proposed resource CV</td>
</tr>
<tr>
<td></td>
<td>1) Project Manager</td>
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<td></td>
<td>2) Server Admin</td>
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<td></td>
<td>3) DB Admin</td>
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<td></td>
<td>4) Application Developer</td>
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<td></td>
<td>5) Software Tester(QA)</td>
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<td>6) Help Desk Support</td>
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<td>7) Field Level Technical staff</td>
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<td>IV.</td>
<td>TECHNICAL PRESENTATION</td>
<td>PRESENTATION ON</td>
<td>40</td>
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<td></td>
<td></td>
<td>• SOLUTION PROPOSED / PRODUCT DEMONSTRATION</td>
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<td></td>
<td></td>
<td>• CAPABILITY TO MEET Key Design Principles of the application outlined in the RFP page 45 to Page 64 (This carries maximum weightage in this section)</td>
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<td>• GIS SOLUTION PROPOSED (whether open source or commercial GIS database)</td>
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<td></td>
<td></td>
<td>• FITMENT TO REQUIREMENTS</td>
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<td></td>
<td>• APPROACH &amp; METHODOLOGY</td>
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<tr>
<td>S.No</td>
<td>Criteria</td>
<td>Basis for Evaluation</td>
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<td>• PROPOSED IT H/W &amp; S/W REQUIREMENTS AT SDC &amp; DRC&lt;br&gt;• BUSINESS CONTINUITY PLAN&lt;br&gt;• IMPLEMENTATION PLAN&lt;br&gt;• TRAINING PLAN&lt;br&gt;• RESOURCE DEPLOYMENT PLAN&lt;br&gt;• DATA MIGRATION PLAN&lt;br&gt;• APPLICATION DATABASE UPGRADEATION, IF ANY&lt;br&gt;• O&amp;M SUPPORT METHODOLOGY&lt;br&gt;• BLOCKCHAIN TECHNOLOGY - IMPLEMENTATION APPROACH</td>
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</table>
6.3 Commercial Bid Evaluation

a) Only the bidders, who score a total Technical score of 70 (Seventy) or more, will qualify for the evaluation of their commercial bids.

b) The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.

c) If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

d) The Bidder, who has submitted the lowest Commercial bid, shall be considered as L1

e) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered for evaluation.

f) The bid price will include all taxes and levies and shall be in Indian Rupees.

g) Any conditional bid would be rejected.

h) Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

i) The bid with the lowest bid price (L1) will be assigned 100%.

j) Financial Scores for other bids will be normalized using the following formula: Normalized Commercial Score of a Bid (Fn)= \{(Commercial Bid price of L1/Commercial bid price of the Bid) \times 100\} \% (adjusted to 2 decimals)

6.4 Combined and Final Evaluation

a) The technical and financial scores secured by each Bidder will be added using weightage of 60% and 40% respectively to compute a Composite Bid Score.

b) The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:

\[ Bn = 0.60 \times Tn + 0.40 \times Fn \]

Where

- \( Bn \) = overall score of Bidder
- \( Tn \) = Technical score of the Bidder (out of maximum of 100 marks)
- \( Fn \) = Normalized financial score of the Bidder

c) In the event the composite bid scores are ‘tied’, then the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.
7. Appointment of Implementation Agency/Partner

7.1 Award Criteria

Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

7.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser action.

7.3 Notification of Award

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, Purchaser, may like to request the Bidders to extend the validity period of the bid without change in any of the terms and conditions.

The notification of award will constitute the formation of the contract. Upon the successful Bidder's furnishing of Performance Bank Guarantee, Purchaser will notify each unsuccessful Bidder and return their EMD.

7.4 Contract Finalization and Award

The Purchaser shall reserve the right to negotiate with the Bidder(s) whose proposal has been ranked best in terms of the composite score evaluation for the proposed Project under the following conditions:

1. In case of tied composite scores between more than one bidder, the bidder securing the highest score in the Technical evaluation shall be considered

2. In case the bidder securing the highest score in the Technical evaluation is not in a position to accept and execute the contract, the Purchaser may negotiate with the bidder securing the next highest Technical Score.

On this basis, the final contract agreement would be firmed up for award & signing.
7.5 Performance Guarantee

The Purchaser will require the selected Bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the commercial bid value. The Performance Guarantee should be valid for a period of 40 months from the date of signing of contract. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected Bidder fails to submit performance guarantee within the time stipulated, the Purchaser at its discretion may cancel the order placed on the selected Bidder without giving any notice. Purchaser shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or Purchaser incurs any loss due to Vendor’s negligence in carrying out the project implementation as per the agreed terms & conditions.

In case of Extension beyond 03 years, the PBG for the same value shall be extensible covering such period of extension excluding the proportional claim period of 6 months thereof.

7.6 Signing of Contract

After the Purchaser notifies the successful Bidder that its proposal has been accepted, Purchaser shall enter into a contract with the successful bidder within one week from the date of award, incorporating all clauses, pre-bid clarifications and the proposal of the Bidder. The Draft Legal Agreement is provided as a separate document as a template.

7.7 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

In such a case, the Purchaser shall invoke the PBG of the most responsive Bidder.
8. Scope of Work

The scope of work is “To establish and manage a new Integrated Land Records Management System that combines Land Administration and Registration services and which serves as a single source of truth for all land parcels and discharge all land related functions in an integrated, efficient and effective manner based on work flow based approach through system without any manual records with all actions on a near real time basis.

Conceptually the design should be in a manner similar to the way the integrated banking operations are done by Banks through a core Banking solution”

The scope of work for the selected bidder is categorized into following major components:

A) Integrated Land Records Management System Application Software

1. Design, Development and Implementation of Integrated Land Records Management System Application software covering Revenue Services, Registration & Stamps Services, GIS modules and Block Chain requirements as per the Solution requirements defined in this RFP.
2. Prepare and submit the complete project documentation including the O&M phase.
3. Carryout System Audit of the developed Application software by the government empanelled Third Party Agency prior to hosting.
4. Hosting of Integrated Land Records Management System Application software in State Data Centre (SDC)
5. Hosting of Integrated Land Records Management System Application software in Disaster Recovery Centre (DRC), Purchaser shall inform the location of DRC to the selected bidder
6. Maintenance of the Integrated Land Records Management System Application software at DC & DRC from the date of Go-Live (Phase-1 services & Phase-2 Services) during the full tenure of the contract.
7. Setting-up of Centralized Technical helpdesk with appropriate ticketing tracking mechanism to address the technical queries received from the users. Necessary Physical space shall be provided by the Purchaser.
8. Setting-up of Grievance Redressal portal with appropriate ticketing tracking mechanism to address the queries received from the citizens and Revenue/Registration department users

B) Implementation of GIS solution

1. Bidder needs to propose GIS solution, preferably an open source solution(Compliant with OGC Standards) which meets the GIS module requirements comprising of Survey Management, Measurement Management, Land Parcel Management and Land Records Management. Bidder needs to indicate clearly the total cost as part of the financial proposal. The detailed requirements of GIS module are mentioned in section 8.2.
2. The Purchaser shall be responsible to generate and provide accurate GIS (Survey data) data, the selected bidder needs to integrate and maintain the GIS database during the contract period. The Purchaser is contemplating to adopt an incremental addition of GIS data with the progress of land transactions.

C) Migration of existing Land Records and Registration Databases

1. The existing Land Records database is being purified and updated. The updated database needs to be migrated to the new Integrated Land Records Management system.
2. Migration of the existing Registration system database.
3. Based on the envisaged ILRMS system requirements mentioned in the RFP, if the Bidder feels that the Application database needs upgradation, may propose so with complete details and justification as part of the Technical proposal.

**NOTE:** The existing database size and tables schema is provided in section 4.2 point No.2, for the purpose of reference to the bidders. The actual database size may vary based on the purified database, which needs to be migrated to the new system.

D) Sizing of IT & Non-IT Infrastructure and Networking requirements for Application Software Deployment

1. Based on the proposed indicative Solution architecture & Service levels, bidders are required to provide the sizing for IT H/W & S/W Bill of Materials (BOM) including Servers (Virtual and Physical with preference to Virtual Machines), Storage, System Software Licenses etc. required for deployment of Application in SDC & DRC. Based on the suggested sizing, Purchaser shall provide the required infrastructure.
2. The bidders are required to provide the networking and bandwidth requirements at DC, DRC and user locations to run the Application software seamlessly. Based on the suggested bandwidth, Purchaser shall arrange for the same at all locations. It may be noted that the currently application runs on State wide SWAN at 4 Mbps. The solution should be optimized to work on 2 Mbps.

E) Deployment of trained Technical Resources to operate and manage the Application, located at the office of CCLA, Hyderabad or any other identified location mentioned by Purchaser

<table>
<thead>
<tr>
<th>S. No</th>
<th>Position</th>
<th>Required resource [In Number]</th>
<th>Qualification</th>
<th>Certification &amp; Training</th>
<th>Min Total Work Exp. [years]</th>
<th>Exp. in Similar Work [No. of Projects]</th>
<th>Exp. In Similar Work [years]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Manager</td>
<td>1</td>
<td>BE/MCA/MBA/PGDBM/ MSc (IT/Computer Science)</td>
<td>PMP / Prince2 certification</td>
<td>8</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Server Admin</td>
<td>1</td>
<td>BE/MCA/MSc (IT/Computer Science)</td>
<td>Relevant certification</td>
<td>6</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>
NOTE: It is the responsibility of the selected Bidder to maintain the attendance of the deployed Resources including Field Level Technical Staff and get certified from the competent authority of the Purchaser. The bidder should maintain a buffer of Field Level Technical Staff at each District so that in case the Field Level Technical Staff at a Tahasildar’s office is absent for any reason a new resource should be sent.

Role of Field Level Technical Staff:
1. Ensure smooth operations of the ILRMS system including IT infrastructure, Application software and Networking elements etc.
2. Facilitate and assist SRO/MRO officers in resolution of Grievances received pertaining to concerned SRO/MRO office
3. Assist the SRO/MRO officers in operating the ILRMS application system including document upload, printing of passbooks etc
4. Monitoring the network connectivity
5. Lodging complaints if any with Technical helpdesk with respect to operation of entire ILRMS system including IT infrastructure, Application software and Networking elements etc.
6. Assist SRO/MRO in printing of physical Passbooks and updation of records in the system
7. Any other technical job assigned by respective MRO/SRO office

F) Training to end users on different modules of the Application.

The Department users needs to be trained on the software application, indicative number of Trainees are approximately 500 to be trained in 25 batches. Only the training venue shall be provided by the Purchaser.

G) Implementation of Visualization and Dashboard
User friendly reporting and Visualization and Dashboard functionalities must be provided using the industry standard tools like Qlikview/Power BI/Micro strategy/Tableau etc. The tool will be procured by the Purchaser separately. However the Bidder must design solution with some open source reporting and Visualization and Dashboard tools so that these functionalities are available from initial roll out itself.

H) Integration with external agencies

The solution must be able to integrate with external agencies like Banks and Financial Institutions, Other Government departments, UIDAI etc through Industry standard web services based interaction.

I) Public access portal

The application should have a facility to provide information on the land records to the General Public. Currently there is a separate portal called Maa Bhoomi. In the proposed solution Maa Bhoomi should be a part of the application with providing the information to the citizens on a need to know basis.

J) Identification of Blockchain Technology Service Provider

Bidders should partner with Blockchain Technology Service Provider and propose the approach for implementation of the same in their Technical proposal. However, Government may also consider selecting any other competent Blockchain service provider, the Selected Bidder should be able to work with the Blockchain Service Provider selected by the Government.

During the Phase-IV (within 9 months from date of issue of LOI) of the project implementation, the selected bidder along with the Blockchain Technology partner should identify and evaluate the use cases for implementation of Block chain technology & propose a Block Chain Technology based Proof of concept(PoC). Selected bidder is responsible to conduct the POC for use cases finalised by the Purchaser. Based on the success of PoC, bidder shall integrate and implement block chain technology with ILRMS solution.

Note: The financials for the Blockchain implementation (Excluding POC) shall not be a part of this proposal. The same shall be discussed and finalized by the Purchaser in due course of the project.
8.1 Indicative Technical Architecture

a) It has been proposed that the applications designed and developed for the department must follow best practices and industry standards. In order to achieve the high level of stability and robustness of the application, the system development life cycle must be carried out using the industry standard best practices and adopting the security constraints for access and control rights. The various modules / application should have a common Exception Manager to handle any kind of exception arising due to internal/external factors.

b) Similarly the modules of the application are to be supported by the Session and Transaction Manager for the completeness of the request and response of the client request. The system should have a module exclusively to record the activities/ create the log of activities happening within the system / application to avoid any kind of irregularities within the system by any User / Application.

The indicative high level Solution architecture is shown below:
Note:

1. This architecture shown is indicative only, however, the bidder may choose to align with his proposed solution.

2. The Payment, SMS Gateway, e KYC Bio metric authentication with shall be provided by the Purchaser.
The envisaged (To-Be) workflow in case of Purchase in the new integrated system is given below:

The envisaged (To-Be) workflow in case of Succession in the new integrated system is given below:
A brief description of the various components of the architecture is given below:

A. Integrated Land Records Management System (Core Application Software)

The envisaged ILRMS application software consists of services categorized into three major modules viz. Revenue module, Registration & Stamps module and GIS module. The services under Revenue and Registration & Stamps modules are given in the Section 8.2.

B. Process / Service Integration

1. Process Integration

Process Integration layer of the application shall automate complex business processes or provide unified access to information that is scattered across many systems. Process Integration will provide a clean separation between the definition of the process in the process model, the execution of the process in the process manager, and the implementation of the individual functions in the applications. This separation will allow the application functions to be reused in many different processes.

2. Process / Human Workflow

A workflow management system is a computer system that manages and defines a series of tasks within an organization to produce a final outcome or outcomes. Workflow Management Systems allow users to define different workflows for different types of jobs or processes. At each stage in the workflow, one individual or group is responsible for a specific task. Once the task is complete, the workflow software ensures that the individuals responsible for the next task are notified and receive the data they need to execute their stage of the process. Workflow management systems also automate redundant tasks and ensure uncompleted tasks are followed up. Workflow management systems may control automated processes in addition to replacing paper work order transfers. A workflow management system also reflects the dependencies required for the completion of each task. The proposed solution should support workflows for all officials across the hierarchy.

3. Service Oriented Architecture

Service Oriented Architecture (SOA) strategy at the enterprise level is a fundamental requirement for the ILRMS application. The architecture shall combine people, process and technology to establish a framework which will serve the day-to-day operations across departments and also re-use components to accommodate ongoing needs, changes/enhancements and growth.
Following are some of the characteristics of the architecture designed:

- Built on open standards
- Aligned technical processes with the system
- Integrated functions and processes
- Enabled agility, flexibility and responsiveness
- Framework for integrating external and legacy applications

At its core, SOA shall allow the various application functionalities to be exposed as loosely coupled services to other applications (and vice versa), providing exchange of information using a standards-based approach.

4. **Service Integration**

I. The ILRMS application must have application integration capability. The bidder must comply with the following SOA (Service Oriented Architecture) principles including Governance, Enforcement and Access control.
   a. Services have well-defined interfaces and policies
   b. Services represent the business domain (ability to model the domain)
   c. Services have a modular design (impact on swappability and reusability)
   d. Services are loosely coupled
   e. Overall services identification and categorization. Provisioning and delivery, monitoring and tracking

II. The ILRMS application must integrate contents from various external systems. Due to the variation of external contents, the application engine must provide integration mechanism, including:
   a. Using connected gateway (SOAP Message), already deployed services and applications must be integrated with the new system with form designing for these services/applications.
   b. Application should be built on Restful API architecture so that any additional functionality can be coupled by integration with API layer
   c. Web Service: The portal engine must produce and consume any standard web-service, such as electronic forms from business owners for submission.

5. **Process Simulation & Analysis**
Process simulation is used for the design, development, analysis, and optimization of technical processes. Process simulation is a model-based representation of technical processes and unit operations in software.

6. **Business Process Management**

Business process management (BPM) is a holistic management approach focused on aligning all aspects of the department with the wants and needs of the users of the application. It promotes business effectiveness and efficiency while striving for innovation, flexibility, and integration with technology. BPM attempts to improve processes continuously. Business process management activities can be typically grouped into six categories: vision, design, modeling, execution, monitoring, and optimization.

7. **Business Rules**

A Business rule is a statement that defines or constrains some aspect of the business, and always resolves to either true or false. Business rules are intended to assert business structure or to control or influence the behavior of the business. Business rules describe the operations, definitions and constraints that apply to department. Business rules can apply to people, processes, corporate behavior and computing systems in department, and are put in place to help the organization achieve its goals.

For example one business rule could be the capability to highlight fallacious entries by the users by performing integrity checks and restrict the users in such cases by alerting with the error. Below mentioned are few sample use cases for such scenarios.

1. Application to have the feature of geographical hierarchy selection from State level to District name to Mandal name to Village name and then to the Survey number linked with the Unique Katha (Account) number. The total extent of all the survey numbers in a village should match with the total extent of that village and also that of the cumulative extent possessed by all Katha (Account) holders in that village. During transactions involving any deviations, such as the case of extent mismatch, system should alert the user with the error “Area mismatch” and as in case of Boundary mismatch like overlap due to manual error, system should alert the user for “Ortho-correction”
2. During the initiation of creation of mortgage/loan etc. by banks for the same land parcel which is already under mortgage/loan by any other bank, system should block and alert the user with details of the existing mortgage/loan.
3. System should automatically check for the status of Land parcel (like pending mutation, Government land, Protected land etc.) before initiation of Registration in case of land sale transaction
4. System should have feature to generate unique identification (survey number) of Land parcels (Format shall be communicated at later stage) and also be able to assign new
unique identification (survey number) in case of successful mutation of Survey number involving sub-division/addition of land parcel(s).

The above is only an example. Selected bidder in consultation with the department officials needs to arrive at additional scenarios and incorporate in the solution during the SRS stage as well as during subsequent period of contract.

8. **Prohibited properties/Duplicate Registration/Bogus registration** Since the registration functionality is now a part of the solution the solution must have the capability to prevent Registration of Prohibited properties/Duplicate Registration/Bogus registration. This will involve proper business rules as well as a specialized technology of search and match based on name of the person or part address of the property or full address of the property etc. This aspect should be brought out clearly in the proposal.

9. **Notification & Messaging Services**

Email notification alerts users when new mail arrives and can take place a number of ways depending on the application in use. Most email clients (the software that manages email) use sound files, an animated icon in the system tray, a popup window or some combination of these.

**Note:** The SMS gateway will be provided by the Purchaser and the user charges will be borne by the Purchaser.

9. **Real-Time Dashboard**

User friendly reporting and Visualization and real time Dashboard functionalities must be provided using the industry standard tools like Qlikview/Power BI/Micro strategy/Tableau etc. The tool will be procured by the Purchaser separately. However the Bidder must design solution with some open source reporting and Visualization and Dashboard tools so that these functionalities are available from initial roll out itself. The solution must be integrated to any of the industry standard tools like Qlikview/Power BI/Micro strategy/Tableau at no extra cost.

10. **GIS Data Exchange**

GIS Data Exchange will facilitate the exchange of information between individual GIS systems and also other system, such as statistical analysis, image processing, document management, or visualization. GIS users should be able to freely exchange data over a range of GIS software systems and networks without having to worry about format conversion or proprietary data types.

The fundamental requirements of the GIS Data Exchange services are:
- Interoperable application environment – a user environment that is configurable to utilize the specific tools and data necessary to solve a problem irrespective of the data structure origin or software.
- Shared data space – a generic data model supporting a variety of analytical and cartographic applications.
- Heterogeneous resource browser – a method for exploring and accessing the information and analytical resources available on a network – this is becoming an especially important goal with the rise of geo-based Internet sites.

**NOTE:** *The GIS database shall be provided by the Purchaser, the selected bidder should integrate GIS database with the ILRMS solution and also the maintenance of the GIS database is the responsibility of the selected bidder.* The bidder is expected to estimate and include the cost of such GIS integration and maintenance as part of financial proposal.

11. **Block Chain Technology**

While proposing the solution, the bidders should consider Block Chain Technology implementation in the design considerations.

During the Phase-IV (within 9 months from date of issue of LOI) of the project implementation The selected bidder along with the Blockchain Technology partner should identify and evaluate the use cases for implementation of Block chain technology. Selected bidder is responsible to conduct the POC for use cases finalised by the Purchaser. Based on which the selected bidder need to integrate and implement blockchain technology with ILRMS solution. The financials for implementation of the same will be will be finalized by the Purchaser in due course of the project in discussion with the Vendor and Block Chain Service Provider.

Government may also consider selecting any other competent Blockchain service provider, the Selected Bidder should work with the Blockchain Service Provider selected by the Government.

A brief write-up and features of Block Chain Technology are given in Annexure-III:

### 8.2 Functional Requirements

The details of existing services of Revenue department, Registration & Stamps department and Additional services proposed are given in Annexure- II. Bidders needs to asses and propose the Functional Architecture covering all aspects relating to the technologies relating to UI/UX, Data base, Visualization and Dash board, GIS, Block Chain and all other key design parameters mentioned in the RFP as part of their Technical Proposal.
### 8.2.1 Phasing of Services

The below mentioned list of services indicated for the phase wise roll-out is indicative only and actual services for phase wise roll-out is dynamic and depends on the department’s requirement and prioritization at the start of development stage.

**Phase-1 Services:**
The indicative list of services that need to be developed and deployed by the selected bidder within the first four weeks of the contract (within 30 days from the date of award):

<table>
<thead>
<tr>
<th>S.No</th>
<th>Revenue Services</th>
<th>Registration Services</th>
<th>Process/Service Integration</th>
<th>External Integration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mutations</td>
<td>Registration Of Documents</td>
<td>Workflow</td>
<td>Agriculture Department</td>
</tr>
<tr>
<td>2</td>
<td>e-Passbook Cum Title Deed – New / Replacement</td>
<td>Issue Of Certified Copies</td>
<td>Business Rules</td>
<td>Revenue Court Mgmt</td>
</tr>
<tr>
<td>3</td>
<td>Land Conversion / NALA</td>
<td>Property Encumbrances</td>
<td>Notification/ Messaging</td>
<td>Bahunaksha</td>
</tr>
<tr>
<td>4</td>
<td>Government Lands &amp; Assigned Land Inventory</td>
<td>Pre-Registration (Public Data Entry)</td>
<td>Real Time Dashboard, Visualization and Analytics</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Old Pahani Details</td>
<td>Registration Charges Calculator</td>
<td>Business Process Management</td>
<td>Mee Seva</td>
</tr>
<tr>
<td>6</td>
<td>Corrections In Pahani</td>
<td>Certified Copy Of Document</td>
<td>Process Simulation</td>
<td>Payment Gateway</td>
</tr>
<tr>
<td>7</td>
<td>Regularization Of Sadabainamas</td>
<td>Encumbrance Search</td>
<td></td>
<td>SMS Gateway</td>
</tr>
<tr>
<td>8</td>
<td>Agricultural Land Value Application</td>
<td>Prohibited Properties</td>
<td></td>
<td>Aadhaar ( eKYC and Authentication will be provided by the Government)</td>
</tr>
<tr>
<td>9</td>
<td>Agriculture Income Certificate</td>
<td></td>
<td></td>
<td>Banks / FIs</td>
</tr>
<tr>
<td>10</td>
<td>Mutation In Case Of Succession/Fouthi</td>
<td></td>
<td></td>
<td>Call center</td>
</tr>
<tr>
<td>11</td>
<td>Loan Charge Module For The Bankers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S.No</td>
<td>Revenue Services</td>
<td>Registration Services</td>
<td>Process/Service Integration</td>
<td>External Integration</td>
</tr>
<tr>
<td>------</td>
<td>------------------</td>
<td>-----------------------</td>
<td>----------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>12</td>
<td>Loan Eligibility Cards</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>A Portal for public to access the land records similar to the present portal of Maa Bhoomi</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>ROR - 1B</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Workflow

Bidder should also ensure that all processes currently manual (wherever applicable) are captured in the work flow of the system with respect to all modules to ensure the mirroring principle i.e. to reflect the ground realities in the system. During digital activity transformation, for all field activities use of Tabs should be explored to be used in online/offline mode. For example, in the Field work done for mutation process, system should have the capability to capture all of the following steps:

a) Identification of parties (Transacting Parties, Witnesses, Interested Parties – Near Neighbors(owners of adjoining land parcels), Beneficiaries, Government Officials, etc. as applicable)

b) Recording of proceedings / File Notings

c) Authentication/Ratification/Acceptance of the proceedings by all relevant stakeholders

d) Due approval/s by the sanctioning authority/ies

Phase-2 Services:

The indicative list of services that need to be developed and deployed by the selected bidder within 45 days from roll out of Phase-1:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Revenue Services</th>
<th>Registration Services</th>
<th>External Integration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Land Acquisition</td>
<td>Issue Of Stamps</td>
<td>Forest Department</td>
</tr>
<tr>
<td>2</td>
<td>Benefit Transfer Management</td>
<td>Market Value Assessment</td>
<td>Rural Development</td>
</tr>
<tr>
<td>3</td>
<td>Demarcation</td>
<td>Certified Copies Of Registered Documents (On Payment)</td>
<td>Welfare Department</td>
</tr>
<tr>
<td>4</td>
<td>Sethwar / Supplementary Sethwar / Resettlement Register/ FLR</td>
<td>GPA Search</td>
<td>Income Tax department for PAN</td>
</tr>
<tr>
<td>5</td>
<td>Khasra Pahani</td>
<td>Generation of e-challan</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Chesala Pahani</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Faisal Patti</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Certified Copies Of Panchanama</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>No Objection Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S.No</td>
<td>Revenue Services</td>
<td>Registration Services</td>
<td>External Integration</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------------------</td>
<td>-----------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>10</td>
<td>Certified Copies Issued By AD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Certified Copies Issued By RDO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Issue Of Occupancy Rights Certificate For Inam Lands</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Issue Of Tonch Map</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Crop Booking (Kharif And Rabi)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Appeals On Demarcation</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Phase-3 Services:**
The indicative list of services that need to be developed and deployed by the selected bidder within three months from Phase-2:

I. **GIS Solution**

The details of requirements in GIS module are provided below:

- Survey Management
- Measurement Management
- Land Parcel Management
- Land Records Management

1. **Survey Management** - is a set of applications that provides surveyors with the ability to manage survey data collected in the field. It allows for exporting data to a variety of survey equipment and for importing data back into the Survey Management database. GIS, raster, and field data are all integrated within Survey Management for data validation and decision making while in the field. Survey Management will provide field surveyors with tools to research survey data that can be taken into the field. Additional tools will assist in the calculation of field data and observations. A subset of coordinate geometry and layout calculation tools will be available. Additional tools will automate setting up the survey project, recording the measurements, performing survey calculations, and integrating the survey with related data sets.

2. **Measurement Management** - is a desktop GIS application that allows surveyors to analyze and adjust surveyed data from the field. Measurement Management allows for the combination of measurement data from a variety of sources and reliabilities to create a seamless measurement network. Measurement Management should contain a suite of mathematical calculation/measurement formulas that allow the transformation of raw survey data into the measurement network.

3. **Parcel Management** - will be a desktop GIS application that provides tools for users to create and manage parcel features and their legal area descriptions. A set of tools for standardizing and facilitating land management workflow processes including maps will be provided with the parcel management tools.
4. **Land Records Management** - is a web tool for cadastral survey and land parcel data from ILRMS. The system shall provide details on distribution of the Land Survey data with boundaries. Tool for sub-division of Land parcels and Geo-Coder tool to Geo-reference the Land parcel.

II. **Process/Service Integration**

1. GIS DATA EXCHANGE
2. Workflow
   
   Bidder should also ensure that all processes currently manual (wherever applicable) are captured in the work flow of the system

   a) Land Parcel Identification & Measurement by Capturing of GPS coordinates of the land parcel/s in question

   b) Field Measurement Book (FMB)

III. **External Integration**

1. MODERN RECORD ROOM
2. URBAN AND LOCAL BODIES
3. ANY OTHER INTEGRATION APIS (As finalized based on the needs of the department)

**Phase-4 Services:**

The indicative list of services that need to be developed and deployed by the selected bidder within the three months from Phase-3:

I. **Block-Chain Technology Implementation**

II. Selected Bidder shall be responsible for design, development and implementation of any other Land Administration and Registration services identified by the Department. These shall be by the team that is deployed. Only in case completely new services which is not related to the application shall be covered by Change request.

**NOTE:** (* A separate change request along with effort estimation may be submitted to the Purchaser once such services are identified and mutually agreed with the department. The manpower cost considered for such effort estimation shall strictly be on the basis of the rates given in the financial proposal by the selected Bidder)
8.3 Non-Functional Requirements

System should support high variance in frequency as the volumes are not expected to be constant and may be subjected to variances in user behavior due to festivals, seasons, economic state of the country etc.

1. **Reliability**

   This has an impact on the run-time behavior of the system. It can be considered under two separate headings:
   - **Availability** - is the system available for service when requested by end-users.
   - **Failure rate** - how often does the system fail to deliver the service expected by end-users.

2. **Security**

   Security is a prime requirement of the portal system. These security requirements are the common, minimum requirements that will apply to the portal and all associated application systems:

   1. The portal shall comply with a designated policy for the processes of secure data disposal from the system.
   2. Sensitive data transmission and all administrative activities in the portal must be done in a secure channel (SSL).
   3. Developers must develop the portal security in focus (SQL Injection, Cross Site Scripting etc.) while developing the web functionalities. Developer must adopt appropriate architecture and design guideline to avoid such of web vulnerabilities.
   4. The portal must provide transparent and automated security management, security policy enforcement and automated password resets. These features shall significantly reduce the ongoing administration and management costs associated with web portal security. Without transparent and automated security management processes, the burden of administration for both end users and administrators would quickly grow unmanageable and the portal would not scale.
5. A range of web transactions will need to be secured in order that users’ personal details are not exposed to inappropriate view. Where personal data is collected there shall be appropriate data protection notices provided to raise awareness on how that personal data will be processed. This shall be reinforced with an accessible Data Protection policy Statement.

6. The system shall meet Information Security Management requirements as detailed in ISO 27001. This will require a full risk assessment of the system implementation and the identification of suitable counter-measures where indicated.

7. There must be adequate and current anti-virus provision, including an anti-virus filter for all incoming and outgoing data.

The portal will provide access for authorized users while screening out those who do not have access to view confidential data.

3. **Language Support**

Selected Bidder should develop the application architecture which supports the bilingual language (English and Telugu) with input/saved/output data as per localisation guidelines and the latest UNICODE standard.

Also, the solution should have the ability to support additional languages as desired by the Purchaser.

4. **Usability**

Usability is concerned with specifying the user interface and end-user interactions with the system. Usability incorporates well-structured user manual, informative error messages, help facilities and consistent interfaces enhance usability.

The system should have the following flexibilities and functionalities in terms of usability:

- Comprehensive sitemap details in an easy to browse format.
- The system should ensure that same screen appears each time it is launched.
- Consistent and logical navigation flow.
- Usage of standard GUI features (e.g., pull-down menus, dialog boxes, toolbar buttons).
• Consistent look and feel

• The application windows colors must respond correctly to user changing of color settings (i.e., must change with the colors, or all must stay fixed).

• Data formats are consistent throughout application windows

• The menu options in the pages can be accessed via keyboard commands and/or arrow keys, following Microsoft conventions. Mouse-only access to options should be avoided.

• Provision for tool tips at each field and also online Help at the field level

• The system should prevent the users from errors and allow error recovery

• System should be user friendly so that submission guidelines for each form are easily understandable by the user. For example a pop up screen or drop down list be provided wherever possible. For example pop up for date should be “dd-mm-yyyy” and drop down list for “fund code”, “return code” etc.

5. **Scalability**

The system should meet the following scalability requirements:

• Support multi-tier architecture (The Application should at least have the following within its architecture) for all modules within the application with well-defined interfaces between the layers
  - Presentation Layer
  - Business Logic Tier
  - Data Tier

• Capability to integrate with external / third party components like Rules Engine, Functional Modules, General Ledger etc which should not be point to point integration, but with well-defined interfaces for data integration using enterprise data model

• Ability to scale horizontally without redesign
  - Multiple similar hardware and mix of multiple hardware in a horizontal setup.
Scalability for external components (External components should not restrict scalability) - Provide performance benchmarks for similar functions required in department for Solution scalability

- Ability to scale vertically without redesign
  - Addition of CPU, Memory, Hard disk capacity without causing downtime
- Support the deployment of additional modules at a later point in time with minimal downtime and loss of productivity.
- Support message patterns and protocols supported - e.g. publish/subscribe, synchronous/asynchronous, push/pull/pool, topics/queues.

6. **Portability**

Portability may not a particularly high priority requirement. The component should have the ability to migrate onto a new architecture, at an acceptable cost.

7. **Manageability**

Manageability has the ability to undergo routine administration operations in a manner that doesn't conflict with other requirements. List the administration activities that the business regularly perform and define how and when they are required to be performed (elapsed time, time of day, etc). Administration is different to Maintenance, in the sense that this set of actions is often performed by the functional modules whereas operational actions are performed by Operations (systems administrators and the like).

8. **Adherence to Open Source Standard**: The solution must be designed following open standards, to the extent feasible and in line with overall system requirements set out in this RFP, in order to provide for good inter-operability with multiple platforms and avoid any technology or technology provider lock-in.

9. **Responsive Application design**: The solution should adopt Responsive web design approach making web pages render well on a variety of devices and window or screen sizes.

10. **Other Key Design Principles of the application as under (some of these may be repetitive)**:

   1. **User friendly interfaces** The entire application interfaces should be intuitive and user friendly
2. **Latest UI/UX technologies** The entire application must use UI/UX technologies whether in Dot net or Java based.

3. **Should support** all RDBMS including Open source like My SqI or Postgress SQL

4. **Very quick response** The proposed solution should have a very fast response in a matter of seconds for real time queries.

5. **Seam less and interoperable** to support information flow and integration. It should support the open architecture solutions such as XML, LDAP, SOA, Web service etc. Should provide APIs so that any external application can integrate. It should support structured data from relational and non relational databases, where information/data can be ported to any system, whenever desired. It should support web service integration.

6. **Scalable (Horizontal & Vertical) to handle any data volumes** The solution must support scalability to provide continuous growth in volumes to meet the requirements of the department. A scalable system can handle increasing numbers of requests without adversely affecting the response time and throughput of the system. The solution should support both vertical (the growth within operating environment such as number of transactions, users etc.) and horizontal scalability (leveraging multiple systems to work together on a common activity in parallel) by the use of appropriate technological and infrastructure components. A scalable solution should easily be expanded or upgraded on demand.

7. **High Availability (HA)** All the components of the solution must provide adequate redundancy to ensure high availability. The solution shall have built in redundancy so that service is not impacted and is available 24x7.

8. **Secured** Adequate security aspects should be built into the application.

9. **Multiple service delivery platform** Post processing the results should be able to work on standard multiple delivery platforms (PC/Laptop/hand held device/Smart phone)

10. **Need to Know basis with access privileges** Since the application will be accessed by many users within and outside the department adequate feature to access privileges on a need to Know basis in consultation with the department should be available

11. **Configurability** The solution should allow configuration of user defined attributes, rules, parameters and workflows. The solution should have flexible and easy to use rule engine which can be configured by the departmental personnel.

12. **Reliability** The solution needs to be reliable to maintain data integrity and support business continuity.

13. **Browser independence** The solution must work on leading Browsers like IE/Mozilla Fire fox and Chrome of many versions.

**11. Compliance with Industry Standards:**

In addition to above, the proposed solution has to be based on and compliant with industry standards (their latest versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation, and testing. There are many
standards that are summarised below. However the list below is for reference purposes only and is not to be considered as exhaustive.

- Portal development W3C specifications
- Information access/transfer protocols SOAP, HTTP/HTTPS
- Photograph JPEG (minimum resolution of 640 x 480 pixels)
- Scanned documents TIFF (Resolution of 600 X 600 dpi)
- Biometric framework BioAPI 2.0 (ISO/IEC 19784-1:2005)
- Latest HTML standards

12. Specification

- Finger print scanning IAFIS specifications
- Digital signature RSA standards
- Document encryption PKCS specifications IV. Information Security to be ISO 27001 compliant
- Operational integrity & security management to be ISO 17799 compliant
- IT Infrastructure management ITIL / EITM specifications VII. Service Management ISO 20000 specifications
- Project Documentation IEEE/ISO specifications for documentation

While developing an application in response to this RFP, the SELECTED BIDDER shall adhere to all applicable standards published by:

- Ministry of Electronics and Information Technology, Government of India as updated from time to time. The latest version of the standards may be found at [https://egovstandards.gov.in](https://egovstandards.gov.in)
- National Informatics Corporation The latest version of the standards may be found at web.guidelines.gov.in/
- “Policy on Open Application Programming Interfaces (APIs) for Government of India” available at: [http://www.egazette.nic.in/WriteReadData/2015/164238.pdf](http://www.egazette.nic.in/WriteReadData/2015/164238.pdf)
- “Policy on Adoption of Open Source Software for Government of India” available at URL [http://www.egazette.nic.in/WriteReadData/2015/163746.pdf](http://www.egazette.nic.in/WriteReadData/2015/163746.pdf)
- “Policy on Adoption of Open Source Software for Government of India”, available at URL: [http://www.egazette.nic.in/WriteReadData/2015/163746.pdf](http://www.egazette.nic.in/WriteReadData/2015/163746.pdf)

8.4 Operation & Maintenance (O&M) Requirements

The SELECTED BIDDER will be responsible for the overall maintenance of the system and to
provide the necessary support so as to make the ILRMS self-sustainable in the long run. The SELECTED BIDDER shall provide Operation and Maintenance (O&M) support for the ILRMS for 3 years from the date of Go-Live of ILRMS. The O&M should continue till the end of this contract i.e. for 3 years after successful implementation of all the modules of ILRMS application. The SELECTED BIDDER will need to understand the current applications being used in Revenue department and provide integrating / interfacing the systems before Go-Live.

The following sections detail the O&M requirements.

1. Application Management
   - SELECTED BIDDER shall be responsible for defect free operation of the envisaged system during the O&M period and ensuring its 24x7 availability at all the end-user locations and across all the channels of access. Any bugs reported in the application shall need to be fixed within a time frame defined in SLA (Refer section 10).
   - SELECTED BIDDER shall also be responsible for version control of the application files and shall need to update application documentation to reflect the current features and functionality of the application.
   - SELECTED BIDDER shall provide a pre-production environment for testing of changes/patches before applying them on production environment.

2. Coordination of Infrastructure management

   Coordination of Infrastructure management includes overall management and administration of entire IT and non-IT infrastructure, Network and communication commissioned at DC & DR for ILRMS project. Selected bidder shall be responsible for the following activities as part of infrastructure management:
   - Incident management
     o Provide resolution to incidents as per the resolution time limit in SLA
   - Problem management
     o Perform root cause analysis for infrastructure problems/recurring incidents and initiate request for change
     o Schedule and complete preventive maintenance activities
   - Availability management
     o Review key monitoring parameters from availability point of view
o Performance tuning of the system to enhance system’s performance and comply to SLAs on a continuous basis
o Ensure availability of sufficient critical spares, sufficient spares at all relevant locations
o Ensure availability of spares.

• **Change and Release Management**
  o Maintain records of all software installation (new networks and network devices, initial routes, Policy configuration), movement, addition and change in a configuration database
  o Perform impact analysis, create test plan, rollback plans
  o Post implementation review and documented closure for all changes and tracking all changes implemented

• **Monitoring management**
  o Monitoring critical parameters of all network elements (links availability and utilization, latency and reporting)
  o Preparation of monthly dashboard on monitoring coverage, alerts generated/ closed, alerts escalated and other hits/ misses

• **Backup management**
  o Selected bidder should evolve a backup and archival strategy
  o Regular backups of project related data
  o Media management like inter and intra city tape transfers
  o Handling service requests on backup and restoration
  o Generation of monthly report on the backup/restoration performance
  o Backup of all network device configurations
  o Submit a copy of the back-up in the media to the department on weekly basis

• **General administration and support**
  o Creation/deletion/modification of user accounts at the application level
  o Periodic review of user privileges at the application level
  o Password management
  o Any other day-to-day administration and support activities required
  o Clean up / archival of ILRMS system logs operation

3. **Security Management**

The Selected bidder is responsible for implementing measures to ensure the overall security of
the solution and confidentiality of the data. The Selected bidder shall monitor production systems for events or activities, which might compromise (fraudulently or accidentally) the confidentiality, integrity or availability of the Services. Selected bidder should report and resolve any security incidents, maintain secure domain policies and escalate and co-ordinate with other stakeholders for problem resolution.

Security monitoring shall be through the security controls including:

- Real-time intrusion detection tools
- Audit review tools
- Manual processes

Selected bidder shall develop a detailed security policy for the solution implementation & maintenance. The security policy developed by selected bidder shall be updated to keep the security recommendations current

The Selected bidder with the co-operation of appropriate, appointed representatives of department and the participating departments will manage the response process to security incidents. The incident response process will seek to limit damage and may include the investigation of the incident and notification of the appropriate authorities. A summary of all security incidents shall be made available to department on a weekly basis. Significant security incidents will be reported on a more immediate basis

The Selected bidder shall produce and maintain system audit logs on the system for a period agreed by the Selected bidder and department, at which point they will be archived and stored at off-site or as desired by the department. The Selected bidder will regularly review the audit logs for relevant security exceptions

Daily Review of logs daily that are of significance such as abnormal traffic, unauthorized penetration attempts, any sign of potential vulnerability, Security alerts and responses. Proactive measures in the event a problem is detected.

4. Vendor Management
   - Escalation and co-ordination with other vendors, if any, for any problem resolution

5. Operational Support
   i. Centralized Helpdesk requirement
Selected bidder shall set up an appropriately staffed and centralized helpdesk for providing helpdesk support to various users of the ILRMS application.

The broad set of activities as part of helpdesk support includes:

- Receiving incidents/requests through phone or email. Entering of the incidents in the helpdesk application and informing the user of the unique incident id generated through email/phone.
- The helpdesk shall work with the normal working hours of the department
- Routing incidents internally between teams and tracking till resolution. Providing updates to users on incidents logged
- Periodic reporting of incidents providing details including (but not limited to) number of incidents reported, reporting mechanism (phone/ email)
- SP should escalate any untoward incidents to the department, on an immediate basis either for reporting purposes / action from department. The SELECTED BIDDER should also inform about the mitigation methods it has taken or proposes to take to resolve the issue.

ii. **ILRMS Systems Management Requirements**

a) **Replication Management**
   The system should have flexibility to regenerate the programs and features without starting the development process from very beginning. The system should have a user interface to support the same so that the entire development activity can be replicated to a new set up without much of problems

b) **System Audit Functionality**
   **Audit Trail**
   The system should support for comprehensive audit trail features such as:
   - Daily activities log are merged into the history log files;
   - Date, time and user-stamped transaction checklist are on-line generated for different transactions and Daily activity reports are provided to highlight all the transactions being processed during the day
   - Unsuccessful attempts to log-in to the system should be recorded and all attempts to access/change system data should be system driven.
   - The system should trigger an audit trail / report to concerned user if a part of a scheduled
set of activities (say certain programs/activities) did not run on schedule

**Audit and certification**

The primary goal of Audit & Certification is to ensure that the system meets requirements, standards, and specifications as set out in this RFP and as needed to achieve the desired outcomes. The basic approach for this will be ensuring that the following are associated with clear and quantifiable metrics for accountability

1. Functional requirements
2. Test cases and Requirements Mapping
3. Infrastructure Compliance Review
4. Availability of Services in the defined locations
5. Performance and Scalability
7. Manageability and Interoperability
8. SLA Reporting System
9. Project Documentation
10. Data Quality Review

As part of audit and certification, performed through a third party agency, department shall review all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and sub-systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to defined requirements, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and the agreement.

**General administration and support**

- Providing suitable access to department to tools implemented for monitoring infrastructure components
- Disabling/enabling services/ports
- Any other day-to-day administration and support activities required

9. **Deliverables & Timelines**
## 9.1 Project Deliverables

An indicative list of deliverables as a part of this RFP is furnished below:

<table>
<thead>
<tr>
<th>No</th>
<th>Work Package</th>
<th>Tasks to be undertaken</th>
<th>Deliverables</th>
</tr>
</thead>
</table>
| 1  | Prepare Project Plan & Milestones for ILRMS Software Development, Data Migration | • Preparation of detailed project plan, milestones, deliveries and tracking them.  
• Monitoring & Controlling of Quality Deliverables (S/W, Documentation, Web Portal etc)  
• Performing Project Management.  
• Perform Risk assessment  
• Any expert agency assistance to be taken by the vendor directly and vendor should not request the department to do so.  
• Vendor should not outsource manpower or any development activities to 3rd parties. | • Project Plan  
• WBS  
• Requirements management plan |
| 2  | ILRMS Application Software Development | • Preparation of SRS.  
• Preparation of System Design Document including HLD, LLD.  
• Performing Software Development / Customization / Configuration.  
• Performing Software Testing.  
• Bug / Issue Management and Resolution.  
• Performing Change Management.  
• Preparing Documentation.  
• Release & Deployment to SDC.  
• Conducting Rollout & Hand over Licenses to the department. | • SRS  
• System design Document  
• Test Plan  
• Roll out plan |
| 3  | Hardware & Network Sizing along with System | • Project Plan for Hardware & Network Sizing  
• Provide H/W configuration for central hardware infrastructure. | • Hardware & Software Requirements Document |
| Integration of ILRMS application | • Data Centre and Business Continuity / Disaster Recovery integration  
• Perform Network Sizing, Hardware sizing and network optimization using in-house expertise of the vendor.  
• Providing Warranties.  
• Integrating with external applications like CARD, MAA BHOMMI, BHUNAKSHA etc. |
| Migration of purified Data to the new system and Validation | • Project Plan for data migration and validation  
• Performing Data Digitization & Migration.  
• Conduct Data Migration as huge data needs to be ported. The data migration shall be facilitated by ETL experts.  
• Performing Transition Management.  
• Performing Change Management  
• Department shall perform Validation of successful data migration in 3 levels namely:  
  • Using automated tool by field to field checks of characters and numerals using binary data comparison & report mismatches  
  • With a logic developed and supplied by the department to the vendor  
  • Using manual verification by counting total number records in Thesil/village level. |
| Supporting User Acceptance Testing | • Supporting Functional & Non-Functional Testing of Application System.  
• System Audit will be done by STQC/3rd Party.  
• Multiple reviews will be |
|  | • UAT Report  
• Audit report by TPA |
<p>| | | |</p>
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</table>
|   | performed by the department on vendor’s deliverables, i.e: Project Plan, Test Plan, Risk Management Plan, Test cases specification, automation etc.  
- Undertake user review studies and incorporate suggestions.  
- Perform load testing and Performance Testing  
- Supporting Acceptance Testing & Certification. |   |
| 6 | Release Management and System Maintenance |   |
|   | • Providing Application Support & Maintenance for 3+2 Years.  
• Diagnose and troubleshoot problems without depending on department or outside agencies.  
• Providing Information Security Systems & Application Security Services & Data security for DB and applications  
• Provisioning, deploying and supervising builds, patches, bug fixes, releases and their deployment  
• Backup & Restore  
• Disaster Recovery/Business Continuity | • System User Manuals |
| 7 | Training | • Performing Training needs analysis.  
• Preparing Curriculum, Schedule, Strategy and Manuals.  
• Providing Training on the ILRMS Application to the State Government departmental end users, Policy Makers, Champions, Core Team, etc. | • Training user Manuals  
• Training completion report |
| 8 | Helpdesk Operations | • Creating and Managing helpdesk.  
• Providing Reports on Helpdesk performance.  
• Field support during trouble shooting throughout maintenance period is vendor’s responsibility including implementing them. | • Issue Log & resolution reports(Monthly)  
• Root cause analysis reports |
9. **SLA Monitoring**

- Developing SLA measurement and monitoring system.
- Development team should work dedicated to ILRMS project and not to work on any other project.
- Service level benchmark must be met while executing the project – both development and maintenance phase.

- **SLA Reports (Monthly)**

10. **Minor Enhancements & Improvements**

- The vendor has to perform minor enhancements and improvements.

- **CCN**
- Bug fixing & Root Cause analysis
- Impact Analysis
- SLA compliance matrix

The Bidder will be asked to propose a list of deliverables as part of its response to this RFP along with corresponding formats/templates for each deliverable. A final list will be arrived at through discussions between the SELECTED BIDDER and the Purchaser.

### 9.2 Project Documentation

The SELECTED BIDDER shall create / update and maintain all project documents that would be submitted to the Department during different phases of the project implementation. Each project documentation will be provided to the Department as two sets of hard copies and two sets of soft copies on separate CDs. All project documents are to be kept up-to-date during the course of the project. Besides, the selected bidder shall present periodic status charts like Gantt chart, milestone chart and Trend charts as per the requirement of the Purchaser.

#### I. Reports during Implementation Phase

The various reports to be submitted during the implementation phase include, but are not limited to, the following:

1. Results accomplished during the period
2. Cumulative deviations to date from schedule of progress on milestones as specified in this RFP, the agreement and read with the agreed and finalized Project Plan
3. Corrective actions to be taken to return to planned schedule of progress
4. Proposed revision to planned schedule provided such revision is necessitated by reasons beyond the control of the SELECTED BIDDER
5. Other issues and outstanding problems, and actions proposed to be taken
6. Interventions which the SELECTED BIDDER expects to be made by the Department before the next reporting period
7. Project Progress reports on a weekly basis
8. Project quality assurance reports
9. Change control mechanism
10. User Manuals and Training Materials for Applications including on-line help– updated versions every three months
11. Copy of SOURCE code of all applications/modules

II. Reports during Operations & Maintenance Phase

The various reports to be submitted during the O&M phase include, but are not limited to, the following.

1. Service Level Management Reports
2. Details of applications, infrastructure and operations – updated versions every month

NOTE: Any other project management tools used by the selected bidder shall be at their own expense.

9.3 Implementation Timelines

The indicative project Implementation timelines is given below. However, the detailed timelines will be finalized by the Purchaser with the selected bidder on submission of project plan.

The initial duration of project is for a period of 2.5 months (Phase-I & Phase-II) of Development timeline (Go-Live of Phase-1 & 2 services) plus 3 years of O&M support.

- Go-Live of Phase-1 Services: Within 30 days (Within 4 weeks)
- Go-Live of Phase-2 Services: Within 45 Days after phase-I
- O&M Support: 3 Years after Go-Live of Phase-2 services
- GIS Solution Implementation: Within 3 months after Phase-2 Go-Live
- Block-Chain Technology Implementation: Within 3 months after GIS Implementation
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Activity</th>
<th>Development Timelines</th>
<th>O &amp; M Timelines</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>W0 W1 W2 W3 W4 W5 W6</td>
<td>Y1 Y2 Y3</td>
</tr>
<tr>
<td>1</td>
<td>Selection of Agency/ Award of contract</td>
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<td>2</td>
<td>Signing of Agreement</td>
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<tr>
<td>3</td>
<td>Finalization of BoQ for IT Hardware &amp; System Software at SDC &amp; DRC</td>
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<tr>
<td>4</td>
<td>Deployment of finalized BoQ at SDC &amp; DRC by State government</td>
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<td>5</td>
<td>Finalization of Network Bandwidth at DC-DRC &amp; User locations</td>
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<td>6</td>
<td>Provisioning of finalized Network Bandwidth at each location by State government</td>
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<tr>
<td>7</td>
<td>Finalization of Data Migration Strategy</td>
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<tr>
<td>8</td>
<td>Data Assessment &amp; Cleansing (If required)</td>
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<td>9</td>
<td>Data Test, Extract &amp; Load</td>
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<td>10</td>
<td>Data Migration Reports, Signoff</td>
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<tr>
<td></td>
<td><strong>Phase-I Services</strong></td>
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<tr>
<td>11</td>
<td>Requirement gathering</td>
<td></td>
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<tr>
<td>12</td>
<td>Preparation of SRS</td>
<td></td>
<td></td>
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<tr>
<td>13</td>
<td>Preparation of Design Documents (HLD, LLD)</td>
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<tr>
<td>14</td>
<td>Design, development of Application software</td>
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<td>15</td>
<td>Application testing</td>
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<tr>
<td>16</td>
<td>Third Party Audit</td>
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<tr>
<td>17</td>
<td>Deployment of Application software in SDC, DRC</td>
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<tr>
<td>18</td>
<td>Preparation of UAT test cases</td>
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<tr>
<td>19</td>
<td>User Acceptance Test &amp; Results</td>
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<tr>
<td>20</td>
<td>Go-live (Phase-1 Services)</td>
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<td></td>
<td><strong>Phase-II Services</strong></td>
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<tr>
<td>S. No.</td>
<td>Activity</td>
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<td>O &amp; M Timelines</td>
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<td>W 0 W 1 W 2 W 3 W 4 W 5 W 6</td>
<td>Y1 Y2 Y3</td>
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<tr>
<td>21</td>
<td>Requirement gathering</td>
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<tr>
<td>22</td>
<td>Preparation of SRS</td>
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<td></td>
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<tr>
<td>23</td>
<td>Preparation of Design Documents (HLD, LLD)</td>
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<tr>
<td>24</td>
<td>Design, development of Application software</td>
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<td>25</td>
<td>Application testing</td>
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<td>26</td>
<td>Third Party Audit</td>
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<tr>
<td>27</td>
<td>Deployment of Application software in SDC, DRC</td>
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<tr>
<td>28</td>
<td>Preparation of UAT test cases</td>
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<td></td>
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<tr>
<td>29</td>
<td>User Acceptance Test &amp; Results</td>
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<tr>
<td>30</td>
<td>Final Go-live (Phase-2 services)</td>
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</table>

**Phase-III (GIS Solution Implementation)**

<table>
<thead>
<tr>
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<th>Activity</th>
<th>Development Timelines</th>
<th>O &amp; M Timelines</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>Requirement gathering</td>
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<td></td>
</tr>
<tr>
<td>32</td>
<td>Preparation of SRS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Preparation of Design Documents (HLD, LLD)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Design, development of GIS Application software</td>
<td></td>
<td></td>
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<tr>
<td>35</td>
<td>GIS Application testing</td>
<td></td>
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<tr>
<td>36</td>
<td>Third Party Audit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Deployment of Application software in SDC, DRC</td>
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<tr>
<td>38</td>
<td>Preparation of UAT test cases</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>User Acceptance Test &amp; Results</td>
<td></td>
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<tr>
<td>40</td>
<td>Go-live (GIS Solution)</td>
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<tr>
<td>41</td>
<td>GIS Data Integration &amp; Maintenance</td>
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</table>

**Phase-IV (Block-Chain Technology Implementation)**
### Activity

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
<td>Identification &amp; Finalization of Use cases for Block Chain Implementation</td>
</tr>
<tr>
<td>43</td>
<td>POC for Blockchain Technology</td>
</tr>
<tr>
<td>44</td>
<td>Integration with Blockchain Technology</td>
</tr>
<tr>
<td>45</td>
<td>Finalization of Training plan</td>
</tr>
<tr>
<td>46</td>
<td>Training of Application to Department users (Phase-1 Services)</td>
</tr>
<tr>
<td>47</td>
<td>Training completion reports (Phase-1 Services)</td>
</tr>
<tr>
<td>48</td>
<td>Training of Application to Department users (Phase-2 Services)</td>
</tr>
<tr>
<td>49</td>
<td>Training completion reports (Phase-2 Services)</td>
</tr>
<tr>
<td>50</td>
<td>Deployment of Field Level Technical Staff</td>
</tr>
<tr>
<td>51</td>
<td>Operation &amp; Maintenance Support of Application</td>
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</tbody>
</table>

#### Development Timelines

<table>
<thead>
<tr>
<th></th>
<th>W0</th>
<th>W1</th>
<th>W2</th>
<th>W3</th>
<th>W4</th>
<th>W5</th>
<th>W6</th>
<th>Month</th>
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<tbody>
<tr>
<td>Y1</td>
<td></td>
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#### O & M Timelines

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<tr>
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<th>Y1</th>
<th>Y2</th>
<th>Y3</th>
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</thead>
<tbody>
<tr>
<td>M1</td>
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<td>M6</td>
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<tr>
<td>M7-12</td>
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</tr>
</tbody>
</table>

**NOTE:** W = Week; M = Month; Y = Year
### 10. Service Level Agreement

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Service Parameter</th>
<th>Service level</th>
<th>Measurement Metrics</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>To be measured (with reference to the approved submission of deliverable and approved timelines), in Number of weeks of delay from the date of submission as defined in the Implementation Schedule.</td>
<td>• For every one week or part there of delay in submission of deliverable would attract a penalty of Rs.10,000/- (Ten Thousands) per week. Partial submission of the deliverable would also be treated as non-submission of the deliverable and above said penalty clause shall apply. The penalty shall be deducted / adjusted from milestone Invoices.</td>
</tr>
<tr>
<td>1</td>
<td>Timelines</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>A</td>
<td>Timely delivery</td>
<td>All the milestones defined in the RFP have to be implemented on-time (with no delay).</td>
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<td></td>
<td></td>
<td></td>
<td>To be measured (with reference to the approved submission of deliverable and approved timelines), in Number of weeks of delay from the date of submission as defined in the Implementation Schedule.</td>
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</tr>
<tr>
<td>2</td>
<td>Quality of Work</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>A</td>
<td>Correctness of delivery.</td>
<td>Delivery of application software (with respect to functionality), as defined in the Agreement have to be up and running First-Time-Right (with least errors/defects/bugs), as</td>
<td>Occurrence of errors/defects/bugs would attract a penalty per defect as per the following –</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>To be measured in number of errors/defects/bugs for each of the deliverables.</td>
<td>For Level 1 = INR 50,000</td>
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<td></td>
<td>For Level 2 = INR 25,000</td>
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<td></td>
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<td></td>
<td></td>
<td>The penalty shall be deducted / adjusted</td>
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</table>
defined below:

**Level 1 errors/defects/bugs** would be defined as the ones which have the greatest business impact wherein the user is not able to perform his/her regular work, or the output from the system is not as per the requirement.

**Level 2 errors/defects/bugs** would be defined as the ones which have medium business impact wherein the user is partially able to perform his/her regular work.

| B  | Training Quality | In each of the training given by the Service Provider to the users. Feedback given by the trainees on the trainer should be 5 or more (on a scale of 10) | To be measured for each of the training given by the Implementation Agency to the users. | In the event of not meeting the service levels, Implementation Agency shall i) Pay a penalty of Rs. 25,000 if average feedback rating from the participants is less than 5 for a particular training program at a particular Batch and repeat that training till the average feedback rating is 5 from Quarterly pay-outs. |
### B) Operation Level SLAs

The penalties for Operational Level SLAs shall be capped to a maximum of 40% of the total payout to IA for that particular Quarter.

<table>
<thead>
<tr>
<th>A.</th>
<th>Application service availability at DC and DR</th>
<th>The availability of all Application module services over internet / intranet / VPN should be greater than 99.75% in a month excluding the scheduled maintenance time.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Analysis of event logs performed through use of automated tools. IA shall ensure that all relevant events are logged and such logs are made accessible to department appointed agency for review / report through automated tools. End to end loop back mechanisms must be established for checking the availability of services. Non-availability of even one of the agreed services would amount to no service available for the purpose of this SLA and thus breach</td>
<td></td>
</tr>
</tbody>
</table>

| Slab 1: Application availability - 97.75 % to 99.75% |
| Slab 2: Application availability – below 97.75% |

**Penalty Slab 1:** For every 0.25% degradation in the uptime there will be a penalty of 1% of the Invoiced amount for that Quarter

**Slab 2:** For every 0.25% degradation in the uptime there will be a penalty of 2% of the Invoiced amount for that Quarter

<table>
<thead>
<tr>
<th>B Application Response Time</th>
<th>The average application response time for users (time taken for loading of a page) should not exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. 5 Sec for home page</td>
</tr>
<tr>
<td></td>
<td>2. 5 sec for forms and user query</td>
</tr>
<tr>
<td></td>
<td>3. 5 sec for reports.</td>
</tr>
<tr>
<td>(This does not include the</td>
<td>Application response time will be measured on the basis of automated reports at Client terminal operating on 2MBPS line</td>
</tr>
<tr>
<td></td>
<td>The data should be captured through automated tools at least 1 hour during the business hours. Data during business hours can only be used for calculations of average response time.</td>
</tr>
<tr>
<td></td>
<td>Any scheduled downtime should not be included in the calculation of application response time.</td>
</tr>
</tbody>
</table>

| Slab 1: Average Response Time between 5 seconds and 10 seconds for home page, forms, user query and reports. |
| Slab 2: Average Response Time between 10 seconds and 15 seconds for home page, forms, user query and reports. |
| Slab 3: Average Response Time above 15 seconds for home page, forms, user query and reports. |

**Penalty**
|   | transactions where the upload of documents are involved) |   | Slab 1: 1% of the Invoiced amount for that Quarter  
Slab 2: 2% of Invoiced amount for that Quarter  
Slab 3: 5% of the Invoiced amount for that Quarter |
|---|---|---|---|
| C | Help desk Response time: All the queries resolution times are applicable during business hours only. Resolution time: Within 4 working hours Defined as Time in which a complaint / query is resolved after it is reported to Support team | Measured in terms of average time taken to resolve the reported incident in the billing quarter | Resolution time Slabs:  
- Slab 1: 4 to 8 working hours  
- Slab 2: 8 to 16 working hours  
- Slab 3: More than 16 working hours  
Penalty  
- Slab 1: 1% of the Invoiced amount for that Quarter  
- Slab 2: 2% of Invoiced amount for that Quarter  
- Slab 3: 5% of the Invoiced amount for that Quarter |
| D | Manpower SLA Absence without prior approval | Number of days absent | Penalty  
5% of the proposed cost per resource per month for every one day of absence. |
### 11. Roles and Responsibilities

The roles and responsibilities of the IA, Department of revenue and Department of ITE&C are tabulated below:

<table>
<thead>
<tr>
<th>Role of IA</th>
<th>Role of Revenue and Registration &amp; Stamps Dept.</th>
<th>Role of ITE&amp;C</th>
</tr>
</thead>
<tbody>
<tr>
<td>IT Hardware &amp; Software sizing &amp; deployment of HW at SDC</td>
<td>Finalization of user locations</td>
<td>Finalization of sizing, Procurement of required HW/SW, Networking requirements at SDC, DRC, Field Offices Bandwidth upgradation</td>
</tr>
<tr>
<td>Requirement Gathering &amp; SRS, LLD, HLD</td>
<td>Stakeholder Workshop SRS, LLD, HLD Sign-off</td>
<td>Facilitating sign-off</td>
</tr>
<tr>
<td>Application Development</td>
<td>Joint validation External Application Interface</td>
<td>Facilitation for External Application Interface</td>
</tr>
<tr>
<td>Support System Audit done thru TPA</td>
<td>Audit Report Validation</td>
<td>Facilitation for Audit Report Validation</td>
</tr>
<tr>
<td>User Acceptance Testing</td>
<td>Formation of users for UAT, Approval of Test cases</td>
<td>Facilitation</td>
</tr>
<tr>
<td>User Training</td>
<td>Provide Venue for training &amp; nominate officers</td>
<td></td>
</tr>
</tbody>
</table>
12. Acceptance Testing and Certification

The primary goal of Acceptance Testing and Certification is to ensure that the Project (including all the project components as discussed in the scope of work) meets requirements, standards, specifications and performance, by ensuring that the following are associated with clear, quantifiable metrics for accountability:

- Functional requirements
- Localisation compliance review
- Availability of the project Services in the defined locations
- Performance
- Security
- Manageability
- SLA Reporting System
- Project Documentation (Design, development, configuration, training and administration manuals etc)
- Data Quality Review

As part of Acceptance testing, performed through a third party agency, Purchaser shall review all aspects of project development and implementation covering software development and implementation, including the processes relating to:

- the design of solution architecture, design of other related/required applications, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture
- interoperability, scalability, availability, performance with respect to defined requirements, and compliance with all the technical and functional requirements of the RFP and the agreement.

The procedures and parameters for testing will be laid down by the Third Party Agency after approval from Purchaser; the solution deployed by the vendor has to satisfy third party acceptance testing upon which the system shall go-live, subject to Purchaser’s approval.

The Purchaser will establish appropriate processes for notifying the selected vendor of any shortcomings from defined requirements at the earliest instance after noticing the same to enable the selected vendor to take corrective action. All gaps identified shall be addressed by the vendor immediately prior to Go-live of the solution. It is the responsibility of the
selected Bidder to take any corrective action required to remove all shortcomings, before the roll out of the project.

It is to be noted that the involvement of the third party for acceptance testing and certification, does not absolve the vendor of his responsibilities to meet all SLAs as laid out in this RFP document.

It is to be noted that:

Purchaser may get the solution audited through a Third Party before Go-Live and periodically after Go-Live in order to ensure the success of the project. Such third-party agency for carrying out the acceptance testing and certification of the entire solution will be nominated by the Department.

Following discusses the acceptance criteria to be adopted for the project as mentioned above. The list below is indicative and the activities will include but not be limited to the following:

**Functional Requirements Review**

The solution developed/customized by selected Bidder shall be reviewed and verified by the agency against the Functional Requirements signed-off between the Purchaser and the selected Bidder. All gaps, identified shall be addressed by the vendor. One of the key inputs for this testing shall be the traceability matrix to be developed by the vendor for the solution. Apart from Traceability Matrix, agency may develop its own testing plans for validation of compliance of system against the defined requirements. The acceptance testing w.r.t. the functional requirements shall be performed by independent third party agency (external audit) as well as the select internal department users (User Acceptance Testing) and system has to satisfy both third party acceptance testing and internal user acceptance testing, upon which the system shall go-live.

For conducting the User Acceptance Testing, Purchaser/ The Department shall identify the employees from respective divisions, who shall be responsible for day-to-day operations of the functions automated through the project. The system, during the functional requirements review, shall necessarily satisfy the user acceptance testing process.
Localization Compliance Review
A third party supports shall perform the Localization Compliance Review to verify the bilingual (In English and Telugu) architecture design of the application with input/saved/output data as per localization guidelines and the latest UNICODE standard.

Security Review
The software developed/customized shall be audited by the agency from a security and controls perspective. Such audit “may” also include the IT infrastructure deployed in connection with the software for the project. Following are the broad activities to be performed by the Agency as part of Security Review. The security review shall subject the solution to at least the following activities.

- Assessment of authentication mechanism provided in the application/components/modules
- Assessment of data encryption mechanisms implemented for the solution
- Assessment of data access privileges, retention periods and archival mechanisms
- Server and Application security features incorporated etc

Performance
Performance is another key requirement for the project and the agency shall review the performance of the deployed solution against certain key parameters defined in SLA. Such parameters include request-response time, work-flow processing time, concurrent sessions supported by the system etc, Disaster Recovery drill etc. The performance review also includes verification of scalability provisioned in the solution for catering to the project requirements.

Project Documentation
The Agency shall review the project documents developed by the selected Bidder including requirements, design, source code, installation, training and administration manuals, version control etc. Any issues/gaps identified by the Agency, in any of the above areas, shall be addressed to the complete satisfaction of the Department.

Data Quality
The Agency shall perform the Data Quality Assessment for the Data digitized by selected Bidder and the data migrated by the vendor to the new system. The errors/gaps identified during the Data Quality Assessment shall be addressed by the vendor before moving the data into production environment, which is a key milestone for Go-live of the solution.
## 13. Payment Schedules

The Payment schedule to the selected Bidder is indicated below:

<table>
<thead>
<tr>
<th>Payment Component</th>
<th>Payment Criteria</th>
<th>Payment Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Design, Development &amp; Implementation of Application Software Cost</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Application Software Solution Cost Component</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Phase-1 Services) {Cost Component – A}</td>
<td>SRS Finalisation &amp; SDD Finalisation of software solution of Phase-1 Services</td>
<td>15%</td>
</tr>
<tr>
<td></td>
<td>Successful UAT of Phase-1 Services</td>
<td>30%</td>
</tr>
<tr>
<td></td>
<td>Go-Live of Phase-1 Services</td>
<td>30%</td>
</tr>
<tr>
<td></td>
<td>Remaining 25% shall be paid 3 months after Go-Live of Phase-I services.</td>
<td></td>
</tr>
<tr>
<td><strong>Application Software Solution Cost Component</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Phase-II Services) {Cost Component – B}</td>
<td>SRS Finalisation &amp; SDD Finalisation of software solution of Additional Services</td>
<td>15%</td>
</tr>
<tr>
<td></td>
<td>Successful UAT of Additional Services</td>
<td>30%</td>
</tr>
<tr>
<td></td>
<td>Final Go-Live</td>
<td>30%</td>
</tr>
<tr>
<td></td>
<td>Remaining 25% shall be paid 3 months after Go-Live of Phase-II services.</td>
<td></td>
</tr>
<tr>
<td><strong>Data Migration Cost</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Data Migration Cost Component</strong> {Cost Component – C}</td>
<td>I. 50% On receipt of certification from nominated Project Owner on complete data migration</td>
<td></td>
</tr>
<tr>
<td></td>
<td>II. Remaining 50% after Go-Live of Phase-I services.</td>
<td></td>
</tr>
<tr>
<td><strong>Operational &amp; Maintenance Cost</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Training Cost Component</strong> {Cost Component – D}</td>
<td>At the end of Quarter (for the Training completed in that Quarter) subject to adherence of SLA</td>
<td></td>
</tr>
<tr>
<td><strong>GIS Application and Database Integration Cost</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>{Cost Component – E}</td>
<td>I. 50% On successful implementation of GIS solution and upon receipt of certification from nominated Project Owner</td>
<td></td>
</tr>
</tbody>
</table>
|                                                        | II. Remaining 50% in EQIs every Quarter after Go-Live (Phase-
<table>
<thead>
<tr>
<th>Payment Component</th>
<th>Payment Criteria</th>
<th>Payment Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>III services)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Software Support and Maintenance of Application Software</strong></td>
<td>At the end of Every Quarter after Final Go-Live (Phase-II services) subject to adherence of SLA.</td>
<td></td>
</tr>
<tr>
<td>Solution Cost Component (Phase-I &amp; II Services)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>{Cost Component – F}</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Field Level Technical Staff</strong> (600 at MRO &amp; SRO offices)**</td>
<td>At the end of Every month subject to adherence of SLA and Certification from the competent authority of the Purchaser</td>
<td></td>
</tr>
<tr>
<td>{Cost Component – G}</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix I: Pre-Qualification & Technical Bid Templates

1. Pre-Qualification Bid Covering Letter

   Date: 
dd/mm/yyyy

   To,
   [ ]

   Sub: Request for Proposal for Selection of System Integrator for Implementation of Integrated Land Records Management System  Ref: RFP No. <<…..>> dated <<…..>>

   Dear sir,


   We hereby declare that:
   We acknowledge and unconditionally accept that the Department can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
   We have submitted EMD of Indian Rupees[ ] Lakhs and Tender fee of Indian Rupees[ ] online through NEFT/ RTGS in the <<Account details>>.

   We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.

   We agree to abide by our offer for a period of 180 days from the date of opening of prequalification bid prescribed by Authority and that we shall remain bound by a communication of acceptance within that time.

   We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.

   In the event of acceptance of our bid, we do hereby undertake:
   To supply the products and commence services as stipulated in the RFP document. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.

   We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.

   We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
We understand that the Department may cancel the bidding process at any time and that Department is not bound to accept any bid that it may receive without incurring any liability towards the bidder.

We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

In case of any clarifications please contact ________________ email at ______________

Thanking you,

Yours sincerely,

(signature of the Prime bidder)

Name
Designation
Seal
Date: Place: Business Address:

## 2. Company profile

*Brief company profile (required for both bidder and consortium member)*

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Particulars</th>
<th>Description or details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of Bidder</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Legal status of Bidder (company, Pvt. Ltd., LLP etc.)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Main business of the Bidder</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Registered office address</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Incorporation/Registration date and number</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Service Tax number</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>GST number</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>PAN details</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Primary Contact Person (Name, Designation, address, mobile number, fax, email)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Secondary Contact Person (Name, Designation, address, mobile number, fax, email)</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>EMD details</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Role in Consortium (if applicable)</td>
<td>Brief scope of work in the consortium</td>
</tr>
</tbody>
</table>
B. **Financial Turnover**

The financial turnover of the company is provided as follows:

|--------------------------------|---------|---------|---------|

Copy of audited financial statements or declaration from the appointed statutory auditor/CA to be provided as proof of the financial turnover Positive net worth, as on the last date of latest audited financial year. Copy of self-certified statutory auditor certificate/CA to be submitted along with the bid.

3. **Declaration of Non-Blacklisting for Prime Bidder**

(To be provided on the Company letter head)

Declaration for Prime Bidder:

To,

[ ]

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for selection of System Integrator for Implementation of Integrated Land Records Management System

Ref: RFP No. <<......>> dated <<......>>

Dear sir,

We confirm that our company or firm, ____________, is currently not blacklisted in any manner whatsoever by the State of Telangana or any other Government of Telangana undertaking or any Department in Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Prime Bidder)

Printed Name

Designation

Seal

Date: Place: Business Address:
4. **Declaration of Non-Blacklisting for Consortium Member:**

(To be provided on the Company letter head)

{Place}

{Date}

To,

[ ]

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for selection of System Integrator for Implementation of Integrated Land Records Management System

Ref: RFP No. <<.....>> dated <<.....>>

Dear sir,

We confirm that our company or firm, ____________, is currently not blacklisted in any manner whatsoever by the State of Telangana or any other Government of Telangana undertaking or any Department in Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(signature of the Consortium Member)

Name

Designation

Seal

Date:

Place: Business Address:
5. **Format for Power of Attorney for Prime bidder of Consortium**

[To be executed on 100/- non-judicial stamp paper. The stamp paper to be in the name of the company who is issuing the power of attorney]

Whereas __________ has invited RFP response for __________ (Name of the Project)

Whereas, the Members of the Consortium comprising of M/s.________, M/s.______, M/s.______ and M/s._______ (the respective names and addresses of the registered offices to be given) are interested in bidding for the Project and implementing the same in accordance with the terms and conditions contained in the RFP Documents.

Whereas, it is necessary for the members of the Consortium to designate one of them as the Prime Bidder member with all necessary power and authority to do, for and on behalf of the Consortium/Joint Venture, all acts, deeds and things as may be necessary in connection with the Consortium’s/Joint Venture’s RFP response for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We M/s ________ hereby designate M/s. ______ being one of the members of the Consortium/Joint Venture, as the Prime Bidder member of the Consortium/Joint Venture, to do on behalf of the consortium/Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Consortium’s/Joint Venture’s RFP response for the Project, including submission of the RFP response, participating in meetings, responding to queries, submission of information or documents and generally to represent the Consortium in all its dealings with Client or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding till the Project Agreement is entered into with Client and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us or Consortium/Joint Venture.

Dated this the ________ day of ________ 2018

(Signature)
6. **No Deviation Certificate (To be provided by Prime Bidder)**
This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. _________ dated _________. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorized signatory)
Signature:
Name: Designation: Address:
Seal:
Date:

7. **Total Responsibility Certificate (To be provided by Prime Bidder)**
This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorized signatory)
Signature:
Name: Designation: Address:
Seal:
Date:

8. **Certificate for Project execution experience from the Client**
This is to certify that <Name of the Bidding entity> has been awarded with <Name of the Project> as detailed under:

<table>
<thead>
<tr>
<th>Name of the Project</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Client’s Name, Contact no. and Complete Address</td>
<td></td>
</tr>
<tr>
<td>Contract Value for the bidder (in Indian Rupees)</td>
<td></td>
</tr>
<tr>
<td>Current status of the project (Completed/Ongoing)</td>
<td></td>
</tr>
<tr>
<td>Activities completed by bidding entity as on bid submission date</td>
<td></td>
</tr>
<tr>
<td><em>(N.B Only relevant activities as sought in the Criteria to be included)</em></td>
<td></td>
</tr>
<tr>
<td>Value of Work completed for which payment</td>
<td></td>
</tr>
</tbody>
</table>
has been received from the client.

<table>
<thead>
<tr>
<th>Date of Start</th>
<th>Date of Completion</th>
</tr>
</thead>
</table>

(Authorized signatory)

Signature:

Name: 

Designation: 

Address: 

Seal: 

Date: 

Formats for Submission of the Technical Bid

9. Technical Bid Check-List

<table>
<thead>
<tr>
<th>SL</th>
<th>Checklist Item</th>
<th>Compliance (Yes/No)</th>
<th>Page No. and Section No. in the Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Technical Bid Letter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Credential summary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Project Citations and Self-certifications, as applicable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Detailed proposed solution</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Project plan and manpower plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Proposed CVs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Compliance to Requirement (Technical / Functional Specifications)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
10. **Technical Bid Covering Letter**

Date: 

To,

[                           ]

Subject: Request for Proposal for selection of **System Integrator for Implementation of** Integrated Land Records Management System RFP No. <<......>> dated << ......>>

Dear Sir,

I (in case of single bidder) or We, <<name of the undersigned Bidder and consortium members>>, having read and examined in detail all the bidding documents in respect of “Request for Proposal for Selection of System Integrator for Implementation of Integrated Land Records Management System do hereby propose to provide our services as specified in the bid submitted by us.

It is hereby confirmed that I / We are entitled to act on behalf of our company / corporation / firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

We declare that all the services shall be performed strictly in accordance with the RFP documents.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Authority, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed in the RFP.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that our bid is binding on us and that you are not bound to accept a Bid you receive. This bid is valid for 180 days after opening of technical bid. We shall extend the validity of the bid if required by the Department.

Thanking you,

Yours sincerely,

(Signature of the Prime Bidder)

Printed Name

Designation

Seal

Date: Place: Business Address:
### 11. Credential Summary

<table>
<thead>
<tr>
<th>Sl</th>
<th>Project Name</th>
<th>Client Name</th>
<th>Client Type</th>
<th>Project Value (In Indian Rupees)</th>
<th>Project Components</th>
<th>Documentary evidence provided (Yes or No)</th>
<th>Project Status (Completed or Ongoing or with held)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
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<tr>
<td>3</td>
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</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Client type** – Indicate whether the client is Government or PSU.
- **Project Components** – Indicate the major project components of the application development for Land records development and deployment, support and maintenance etc.
- **Documentary evidence provided** – Indicate the documentary evidence provided with the detailed project credentials like completion certificate.
- **Project Status** – Completed (date of project completion) or Ongoing (project start date)

### 12. Bidder’s Experience -Client Citations

Prime Bidder or Consortium member is requested to furnish the credentials in the following format for both Pre-qualification and Technical criterion. All credentials should be followed by relevant documentary proof.

<table>
<thead>
<tr>
<th>Name of the Project &amp; Location</th>
<th>Client’s Name and Complete Address</th>
<th>Narrative description of project</th>
<th>Contract Value for the bidder (in Indian Rupees)</th>
<th>Date of Start</th>
<th>Date of Completion</th>
<th>Activities undertaken by prime bidder or consortium member</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
13. **Structure of Proposed Solution**

Bidders are required to provide a detailed approach & methodology to execute the entire project. Bidders are advised to comply with the below provided headers/Approach components while detailing out their solution.

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Understanding of requirement and Implementation approach</td>
</tr>
<tr>
<td></td>
<td>• Understanding of requirements</td>
</tr>
<tr>
<td></td>
<td>• Work Plan &amp; its adequacy</td>
</tr>
<tr>
<td>2</td>
<td>Robustness and quality</td>
</tr>
<tr>
<td></td>
<td>• End to end integrated solution proposed including GIS component</td>
</tr>
<tr>
<td></td>
<td>• Integration approach encompassing all solutions</td>
</tr>
<tr>
<td></td>
<td>• Timelines and modalities for implementation in a time bound manner</td>
</tr>
<tr>
<td></td>
<td>• Project implementation approach or strategy and operations and</td>
</tr>
<tr>
<td></td>
<td>maintenance plan including comprehensiveness of fallback strategy</td>
</tr>
<tr>
<td></td>
<td>and planning during rollout</td>
</tr>
<tr>
<td></td>
<td>• Any other area relevant to the scope of work and other requirements</td>
</tr>
<tr>
<td></td>
<td>of the project</td>
</tr>
<tr>
<td>3</td>
<td>Assessment of Manpower deployment, Training and Handholding plan</td>
</tr>
<tr>
<td></td>
<td>• Deployment strategy of Manpower at Field level(at MRO/SRO offices)</td>
</tr>
<tr>
<td></td>
<td>• Mobilization of resources and additional resources as required</td>
</tr>
<tr>
<td></td>
<td>• Training and handholding strategy</td>
</tr>
<tr>
<td></td>
<td>• Contingency management</td>
</tr>
<tr>
<td>4</td>
<td>GIS solution implementation Strategy</td>
</tr>
<tr>
<td>5</td>
<td>Block Chain Technology Solution and Implementation Strategy</td>
</tr>
<tr>
<td>6</td>
<td>IT Hardware and Software sizing</td>
</tr>
<tr>
<td></td>
<td>• IT Hardware servers Bill of Materials (BoM) required at SDC</td>
</tr>
<tr>
<td></td>
<td>• IT Hardware servers Bill of Materials (BoM) required at DRC</td>
</tr>
<tr>
<td></td>
<td>• IT software Bill of Materials (BoM) required at SDC</td>
</tr>
<tr>
<td></td>
<td>• IT software Bill of Materials (BoM) required at DRC</td>
</tr>
<tr>
<td></td>
<td>• Networking Bandwidth requirements DC-DRC</td>
</tr>
<tr>
<td></td>
<td>• Bandwidth requirements at user locations</td>
</tr>
</tbody>
</table>
Appendix II: Financial Proposal Template

Form 1: Covering Letter

To: <Location, Date>  
<Name>  
<Designation>  
<Address>  
<Phone Nos.>  
<Fax Nos.>  
<Email id>  

Subject: Submission of the Financial bid for Design, Development and Implementation of Integrated Land Records Management system for Telangana

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for Design, Development and Implementation of Integrated Land Records Management system for Telangana in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>>. This amount is inclusive of the local taxes.

1. **PRICE AND VALIDITY**
   - All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of <days> calendar days from the date of opening of the Bid.
   - We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
   - We understand that the actual payment would be made as per the existing tax rates during the time of payment.

2. **UNIT RATES**

   We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. **TENDER PRICING**

   We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

4. **QUALIFYING DATA**
We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the <Appendix III> of this RFP document. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive. We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:
Form 2: Financial Proposal (Summarized)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item</th>
<th>Total Price</th>
<th>Taxes (wherever applicable)</th>
<th>Total Cost (Total Price +Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Design, Development &amp; Implementation of Application Software Solution (Phase-1 Services) Costs – (A)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Design, Development &amp; Implementation of Application Software Solution (Phase-II Services) – (B)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Data Migration Cost – (C)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Training Costs – (D)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>GIS Component Cost (Phase-III)– (E)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Software Support and Maintenance Costs after “Final Go-Live” – (F)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Deployment of Field Level Technical Staff (600 at MRO &amp; SRO offices) – (G)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Cost

Total Cost in figures : ₹

Form 2A: Details of Financial Proposal (Break-up)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Category</th>
<th>Component</th>
<th>No. of Components / Units (X)</th>
<th>Rate (Per Unit) (Y)</th>
<th>Total Cost (=X*Y)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Design, Development &amp; Implementation of Application Software Solution (Phase-1 Services) Costs– (A)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total A:

| 2.    | Design, Development & Implementation of Application Software Solution (Phase-2 Services) Costs– (B) |                                                      |                              |                     |                   |

Total B:
<table>
<thead>
<tr>
<th>S.No.</th>
<th>Category</th>
<th>Component</th>
<th>No. of Components / Units (X)</th>
<th>Rate (Per Unit) (Y)</th>
<th>Total Cost (=X*Y)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Data Migration Cost</td>
<td>Lumpsum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Application Database upgradation cost, if any</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total C:**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Category</th>
<th>Component</th>
<th>No. of Components / Units (X)</th>
<th>Rate (Per Unit) (Y)</th>
<th>Total Cost (=X*Y)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.</td>
<td>Training Costs – (D)</td>
<td>Batches</td>
<td>25 (Estimated)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total D:**

*Payment will be made based on the actual number of Training Batches (Average Batch size of 20)*

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Category</th>
<th>Component</th>
<th>No. of Components / Units (X)</th>
<th>Rate (Per Unit) (Y)</th>
<th>Total Cost (=X*Y)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td>GIS Application component Cost</td>
<td>Lumpsum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>GIS Database Integration Cost</td>
<td>Lumpsum</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total E:**

*GIS Database shall be provided by the Purchaser, selected bidder needs to integrate the same with the application developed*

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Category</th>
<th>Component</th>
<th>No. of Components / Units (X)</th>
<th>Rate (Per Unit) (Y)</th>
<th>Total Cost (=X*Y)</th>
</tr>
</thead>
</table>
| 8.    | Application Maintenance & Operational Expense including upgradation, deployment of patches, fixes etc. Costs – (F) for all services during the period of contract | Quarterly (Provide Technical Support Manpower cost breakup details
• Project Manager (1)
• Server Admin(1)
• DB Admin(2)
• Application Developer(5)
• Software Tester(QA)(1)
• Help Desk Support (5)
• Any others resource required | 12 Quarters |                     |                  |

**Total F:**

*Note: The Department reserves right to increase the number of Resources required for O&M and the man-month resource rates proposed shall be considered for payment on actual number of resources deployed*
<table>
<thead>
<tr>
<th>S.No.</th>
<th>Category</th>
<th>Component</th>
<th>No. of Components / Units (X)</th>
<th>Rate (Per Unit) (Y)</th>
<th>Total Cost (=X*Y)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.</td>
<td>Deployment of Field Level Technical Staff (At MRO &amp; SRO offices) – (G)</td>
<td>600</td>
<td>38 Months</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total G: *Note: The Department reserves right to increase the number of Resources required and the man-month resource rates proposed shall be considered for payment on actual number of resources deployed*

**Appendix III: Template for PBG & CCN**

**Form 1: Performance Bank Guarantee**

**PERFORMANCE SECURITY:**

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<Email id>

Whereas, <<name of the SELECTED BIDDER and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Purchaser (hereinafter called “the beneficiary”) And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.
Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>.

Notwithstanding anything contained herein:
I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
II. This bank guarantee shall be valid up to <Insert Expiry Date>.
III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.
Form 2: Change Control Notice (CCN) Format

<table>
<thead>
<tr>
<th>Change Control Note</th>
<th>CCN Number:</th>
</tr>
</thead>
</table>

**Part A: Initiation**

<table>
<thead>
<tr>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
</tr>
<tr>
<td>Sponsor:</td>
</tr>
<tr>
<td>Date of Initiation:</td>
</tr>
</tbody>
</table>

**Details of Proposed Change**

(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)

<table>
<thead>
<tr>
<th>Authorized by:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>signature:</td>
<td></td>
</tr>
<tr>
<td>Received by the IP</td>
<td>Date:</td>
</tr>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>signature:</td>
<td></td>
</tr>
</tbody>
</table>

**Part B: Evaluation**

(Identify any attachments as B1, B2, and B3 etc.)

Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.

**Brief Description of Solution:**

<table>
<thead>
<tr>
<th>Impact:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Deliverables:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Timetable:</th>
</tr>
</thead>
</table>
ANNEXURE I: DRAFT CONTRACT AGREEMENT (MSA)

Contract Ref No: ________________________________

AGREEMENT FOR

ITE&C Department, Government of Telangana intends to sign Agreement with the successful bidder for “Design, Development, Implementation and Maintenance of Integrated Land Records Management System(ILRMS) Application Software on behalf of Chief Commissioner of Land Administration”

THIS AGREEMENT is made this XXth day of Month, 2017,

BETWEEN

I. The ITE&C Department, Government of Telangana on behalf of Chief Commissioner of Land Administration (CCLA) herein referred to as “Purchaser” (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 Purchaser/ FIRST PART;

AND

II. M/s XXXXXXXXXXXX a registered company under the Indian Companies Act, 1956 having a registered office at xxxxxxxxxxxxxxxxxxxxx; hereinafter referred to as "IA"/ IA.

1 DEFINITIONS
1.1 In this Contract, the following terms shall be interpreted as indicated:

1.1.2 The “Bidder” shall mean the Organization on whose behalf the tender response has been submitted.

1.1.3 The “Selected Bidder” shall mean the Organization selected by ITE&C department, Government of Telangana as a result of the tendering process described in this tender document.

1.1.4 The Implementation Agency (IA) means the Organization who is fully responsible towards ITE&C department on behalf of Chief Commissioner Land Administration (CCLA) for providing the solution for “Design, Development, Implementation and Maintenance of Integrated Land Records Management System(ILRMS) Application Software on behalf of Chief Commissioner of Land Administration” and Associated Applications as per the requirements and terms and conditions specified in this tender / contract. The term IA shall be deemed to include the IA's successors, Consortium partners, sub-contractors (approved
by (ITE&C Department)), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.

1.1.5 “Goods” means all of the equipment, sub-systems, hardware, software, products accessories and/or other material / items which the IA is required to supply, install and maintain under the contract.

1.1.6 “Intellectual Property Rights (‘IPR’)” means any patent, copyright, trademark, trade name, service marks, brands, propriety information, Application Software whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

1.1.7 “Original Equipment Manufacturer (‘OEM’)” means the owner of the IPR or manufacturer of Goods for any equipment / system / software / product which is providing such goods to the (ITE&C) under the scope of this Tender / Contract.

1.1.8 “Business Day” means any day that is not a Sunday or a public holiday and starts at 9 AM.

1.1.9 “Parties” means the (ITE&C Department, Government of Telangana on behalf of Chief Commissioner of Land Administration), Implementation Agency (IA), and OEM and “Party” mean either of the Parties.

1.1.10 “Confidential Information” means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information including any such information that may come to the knowledge of the Parties hereto by virtue of this Contract that:

1.1.10.1 is by its nature confidential or by the circumstances in which it is disclosed confidential; or

1.1.10.2 is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;

1.1.10.3 but does not include information which is or becomes public knowledge other than by a breach of this Contract;

1.1.11 “Contract” means the Tender and all Annexes thereto, the Agreement entered into between the selected Bidder together with the ITE&C Department, Government of Telangana on behalf of (Chief Commissioner of Land Administration) as recorded in the Contract form signed by the ITE&C Department, Government of Telangana on behalf of (Chief Commissioner of Land Administration) and the IA including all Annexures thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
1.1.12 “Contract Value” means the price payable to the IA under this Contract for the full and proper performance of its contractual obligations.

1.1.13 “Commercial Off-The-Shelf (‘COTS’)” refers to software products that are ready-made and available for sale, lease, or license to the general public.

1.1.14 “Document” means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche.

1.1.15 “Effective Date” means the date on which this Contract comes into force. This Contract shall come into force and effect on the date (the “Effective Date”) of the ITE&C Department, Government of Telangana on behalf of (Chief Commissioner of Land Administration)’s notice to the IA instructing the IA to start the work or carry out the activities.

1.1.16 “Services” means services to be provided as per the requirements / conditions specified in this tender / contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute the scope of work under the Contract.

1.1.17 “Launch” means Formal launch of the Integrated Land Record Management System (ILRMS) Application services by way of Government formally announcing the availability of the services to the residents of the state. The actual mode of announcement related to Launch will be the sole prerogative of ITE&C Department, Government of Telangana on behalf of Chief Commissioner of Land Administration/Government.

1.1.18 “Go-Live” means certification of the Application developed, hosted in State Data Centre (SDC) with UAT (User Acceptance Testing) carried out as per the guidelines laid down by ITE&C Department, Government of Telangana.
   - ITE&C Department, Government of Telangana to complete UAT with-in 4 months of “Go-Live”
   - In case the UAT is completed with-in 4 months, the go-live date shall be the date when UAT is deemed to be completed and accepted by ITE&C Department, Government of Telangana.
   - Such Go-live date shall be used as milestone for release of payment of the O&M costs to the IA.

2 INTERPRETATION

2.1 In this Contract unless a contrary intention is evident:

2.1.1 the clause headings are for convenient reference only and do not form part of this Contract;
2.1.2 unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

2.1.3 unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;

2.1.4 a word in the singular includes the plural and a word in the plural includes the singular;

2.1.5 a word importing a gender includes any other gender;

2.1.6 a reference to a person includes a partnership and a body corporate;

2.1.7 a reference to legislation includes legislation repealing, replacing or amending that legislation;

2.1.8 Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.

2.1.9 In the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

3 CONDITIONS PRECEDENT

3.1 This Contract is subject to the fulfilment of the following conditions precedent by the IA.

3.1.1 Obtaining of all statutory and other approvals required for the performance of the Services under this Contract. This may include approvals/clearances, wherever applicable, that may be required for execution of this Contract e.g. clearances from Government authorities for importing equipment, exemption of Tax/Duties/Levies, work permits/clearances for IA, certifications for IA personnel etc.

3.1.2 Where the designated IA is a subsidiary of a company or a member of a group of companies or is a joint venture company, where the ITE&C Department, Government of Telangana may specify (on account of the IA’s failure to fulfil all selection criteria specified in the Tender), the parent or flagship company/ majority shareholder of such IA having furnished an unconditional, irrevocable and continuing guarantee of an amount equivalent to of Rs. XXXX/- (where X shall be computed as 10% of the total contract value) on behalf of the IA in a form and manner acceptable to the ITE&C Department, Government of Telangana which would remain valid until such time, beyond the term of the Contract, as may be stipulated by the ITE&C Department, Government of Telangana.

3.1.3 Furnishing of such other documents as the ITE&C Department, Government of Telangana may specify.
3.2 The ITE&C Department, Government of Telangana reserves the right to waive any or all of the conditions specified in 3.1 above in writing and no such waiver shall affect or impair any right, power or remedy that the IA may otherwise have.

4 SCOPE OF CONTRACT

4.1 Scope of the Contract shall be as defined in the RFP. The entire RFP (including addendums, corrigendum, annexure etc.) shall form an integral part of this contract.

4.3 Purchaser has engaged the IA for providing the solution for “Design, Development, Implementation and Maintenance of Integrated Land Records Management System (ILRMS) Application Software on behalf of Chief Commissioner of Land Administration” as per the requirements and terms and conditions specified in this tender / contract. The IA is required to provide such goods, services and support as the Purchaser may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid of the RFP, the Tender and this Contract and are deemed necessary by the Purchaser, in order to meet its business requirements (hereinafter ‘Scope of Work’).

4a. Contract Documents

The following documents shall constitute the Contract between the Purchaser and the IA, and each shall be read and construed as an integral part of the Contract:

i. This Contract Agreement and the Annexures attached to the Contract Agreement
ii. RFP response submitted by the selected bidder
iii. Technical presentation copies of the selected bidder
iv. PBGs submitted by M/s. XXXXXXXXXXX
v. Notification of Award.
vii. Other relevant procurement documents pertaining to this RFP

4a.1 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in 4a(Contract Documents) above, provided that Schedule of Amendments contained shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in 4a above.

4a.2 In consideration of the payments to be made by the Purchaser to the IA as hereinafter mentioned, the IA hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4a.3 The Purchaser hereby covenants to pay the IA in consideration of the provision of the Goods and Services and remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4a.4 Brief particulars of the goods and services which shall be supplied/provided by the IA are as under:
TOTAL VALUE : XXXXXXXX

5 KEY PERFORMANCE MEASUREMENTS

5.1 Unless specified by the Purchaser to the contrary, the IA shall deliver the goods, perform the Services and carry out the Scope of Work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down under Service Level Agreement.

5.2 The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract / Services and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.

5.3 It is hereby agreed that the ILRMS Application shall be capable of supporting all web service applications including but not limited to the Mee Seva, CARD, FI, and others

6 COMMENCEMENT AND PROGRESS

6.1 The IA shall subject to the fulfilment of the conditions precedent set out in Clause 3 of this section, commence performance of its obligations in a manner as specified in the Scope of Work.

6.2 The IA shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.

6.3 The IA shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and that the IA’s Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.

6.4 The IA shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The IA shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third parties.

7 SUB – CONTRACT

7.1 The IA shall not be permitted to appoint any delegate / subcontractor for the performance of Services under this contract for tasks other than explicitly mentioned in the RFP.
7.2 All the personnel proposed by the IA should necessarily be on the payroll of the IA or on the payroll of proposed OEMs.

8 PROJECT MANAGER Unit of IA

8.1 The IA shall ensure that at all time during the currency of the Contract, a Project Director acceptable to the Purchaser shall take charge of the Performance of the Contract. The Project Director shall be assisted by his /her team members. IA shall adhere to the minimum manpower resource requirement as specified in the RFP.

The aforesaid team members shall be selected by the Purchaser through an interview process from the curriculum vitae provided by the IA to the Purchaser in this regard, or as per the request for specific resources by the Purchaser

8.2. Purchaser will appoint a PMU which shall coordinate with various external departments, finalize requirements and provide the specifications, flow and API details required to integrate and implement the service

8.3. All manpower resources deployed by IA for the purposes of this Contract must strictly adhere to the Purchaser working calendar, attendance reporting procedures and make their services available at Purchaser office location for the duration of the contract.

9 IA’S OBLIGATIONS

9.1 The IA’s obligations shall include all the activities as specified by the Purchaser in the Scope of Work, roles / responsibilities mentioned in the RFP and other sections of the Tender and Contract and changes thereof to enable Purchaser to meet the Business objectives and operational requirements. It will be the IA’s responsibility to ensure proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his bid, the Tender and this Contract.

9.2 In addition to the aforementioned, the IA shall provide services to operate and maintain the application hosted at SDC (State Data Center) for the entire duration of the contract period.

9.3 The IA shall be responsible to the Purchaser for meeting all obligations for executing the ‘Scope of Work’ and meeting all obligations of this tender. The IA shall also be the sole point of contact for all matters relating to this Tender and Contract thereof.

9.4 Purchaser reserves the right to interview the personnel proposed to be deployed as part of the project implementation team.

9.5 Purchaser reserves the right to request changes in personnel which shall be communicated to the IA in writing. IA with the prior approval of the Purchaser may make additions to the project team. IA shall provide the Purchaser with the resume of Key
Personnel and provide such other information as the Purchaser may reasonably require. The Purchaser also reserves the right to interview the personnel and reject, if found unsuitable. In case of change in its team members, for any reason whatsoever, IA shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members.

9.6 In case of change in its team members, IA shall ensure a reasonable amount of time overlap in activities to ensure proper knowledge transfer and handover / takeover of documents and other relevant materials between the outgoing and the new member.

9.7 The IA shall ensure that the implementation and support team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The IA shall ensure that the Services are performed through the efforts of the IA’s Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the IA from its liabilities or obligations under this Contract to provide the Services in accordance with the Purchaser’s directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Purchaser and the IA shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.

9.8 The IA shall ensure that all the personnel identified for this project have high level of integrity. IA shall undertake necessary due diligence to ensure that the personnel have high standard of trustworthiness. IA shall obtain an undertaking from each of the personnel assigned and the same should be submitted to the Purchaser as and when demanded by the Purchaser. In addition, the IA would also get the background verification checks carried out for the personnel deployed. In addition, the Purchaser may also get the background verification carried out for IA’s personnel. Any information needed for this activity by the Purchaser should be provided immediately by IA.

9.9 The IA shall be fully responsible for deployment / installation / development and integration of all the software and hardware components related to ILRMS and resolves any problems / issues that may arise due to integration of components.

9.10 The IA shall collaborate with the existing vendors at Purchaser to ensure that all interfaces of the proposed solution with the existing systems are operational.

9.15 The IA shall ensure that the documentation and training services associated with the components shall be provided by the OEMs without any additional cost to the Purchaser.

9.16 The IA shall provision the required critical spares/components at the designated Data centre Sites of the Purchaser for meeting the uptime commitment of the components supplied by him.

9.17 The IA’s representative(s) shall have all the powers requisite for the execution of scope of work and performance of services under this contract. The IA’s representative(s) shall
liaise with the Purchaser’s representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full cooperation to purchaser’s representative in the manner required by them for supervision/inspection/observation of the equipment/goods/material, procedures, performance, progress, reports and records pertaining to the works. He shall also have complete charge of the IA’s personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. He shall also cooperate with the other Service Providers/Vendors of the Purchaser working at the Purchaser’s office location and Data centre Sites. Such IA’s representative(s) shall be available to the purchaser’s representative at respective Data centre Sites during the execution of works.

9.18 IA shall also prepare specifications of requirements for facilities management (rack space required for servers) and infrastructure (servers and other related components) for implementing ILRMS project.

9.18.a. IA shall promptly upon request by Purchaser unconditionally allow any representative of Purchaser to spend adequate time at IA development center or elsewhere to assist and advise on the development of the Platform and associated Services under the Contract.

9.19 Access to Installation Sites

9.19.1 The Purchaser’s representative upon receipt of request from the IA intimating commencement of installation at Data Centre Sites shall give to the IA access to as much of the Data Centre Sites as may be necessary to enable the IA to commence and proceed with the installation of the works in accordance with the programme of work. Any reasonable proposal of the IA for access to Site to proceed with the installation of work in accordance with the programme of work will be considered for approval and shall not be unreasonably withheld by the Purchaser such requests shall be made to the Purchaser’s representative in writing at least 7 days prior to start of the work.

9.19.2 At the Data Centre Sites and Purchaser’s office location, the Purchaser’s representative shall give to the IA access to as much as may be necessary to enable the IA to commence and proceed with the installation of the works in accordance with the programme of work.

9.20 Start of Installation

9.20.1 Before commencement of installation at respective Data centre Sites, IA shall carry out proper planning and co-ordination with existing vendors in order to prepare the installation plan and detailed design documents.

9.20.2 The plan and design documents thus developed shall be submitted by the IA for approval by the Purchaser.

9.20.3 After obtaining the approval from the Purchaser, IA shall commence the installation.
9.20.4 Prior to taking up installation of any major component of work, the IA shall submit to Purchaser his proposed procedures and obtain Purchaser’s approval in writing.

9.21 Reporting Progress

9.21.1 IA shall monitor progress of all the activities related to the execution of this contract and shall submit to the Purchaser, at no extra cost, progress reports with reference to all related work, milestones and their progress during the implementation phase on a weekly basis.

9.21.2 Formats for all abovementioned reports and their dissemination mechanism shall be discussed and finalized at the Kick-Off meeting. The Purchaser on mutual agreement between Parties may change the formats, periodicity and dissemination mechanism for such reports.

9.21.3 Periodic meetings shall be held between the representatives of the Purchaser and the IA as desired by the Purchaser the IA shall abide by the meeting timelines prescribed by the Purchaser.

9.21.4 IA shall ensure that the respective solution teams involved in the execution of work are part of such meetings.

9.21.5 A high level Committee under the Chairpersonship of Principal Secretary to Government, Commissioner/Director ESD and external advisers / consultants and senior officials of the IA shall be formed for the purpose of this contract. This committee shall meet at intervals, as decided by the Purchaser later, to oversee the progress of the project.

9.21.6 All the goods, services and manpower to be provided / deployed by the IA under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of Purchaser’s representative in accordance with the Contract.

9.21.7 The Purchaser reserves the right to inspect and monitor/assess the Progress / performance of the work / services at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the IA shall provide documents, data, material or any other information which the Purchaser may require, to enable it to assess the progress/performance of the work / service.

9.21.8 At any time during the course of the Contract, the Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the IA of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the IA undertakes to cooperate with and provide to any other agency appointed by the Purchaser, all Documents and other details as may be required by them for this purpose. Such audit shall not include IA’s books of accounts.
9.21.9 Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Tender requirements/ standards, the Purchaser’s representative shall so notify the IA in writing.

9.21.10 The IA shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to Tender requirements. The IA shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Purchaser that the actual progress of work does not conform to the approved programme the IA shall produce at the request of the Purchaser a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements.

9.21.11 The submission seeking approval by the Purchaser of such programme shall not relieve the IA of any of his duties or responsibilities under the Contract.

9.21.12 In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, IA shall deploy additional manpower/ resources to make up the progress or to meet the Tender requirements. Programme for deployment of additional manpower/ resources will be submitted to the Purchaser for its review and approval. All time and cost effect in this respect shall be borne, by the IA within the contract value.

9.22 Knowledge of Data Centre Site conditions

9.22.1 IA shall be granted access to the Data Centre Sites for inspection by the Purchaser before commencement of installation. The plan shall be drawn mutually at a later stage.

9.22.2 The IA shall be deemed to have knowledge of the Data centre Sites and its surroundings and information available in connection therewith and to have satisfied itself the form and nature thereof including, the data contained in the Bidding Documents, the physical and climatic conditions, the quantities and nature of the works and materials necessary for the completion of the works, the means of access, etc. and in general to have obtained itself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during pre-installation survey / during delivery or installation, IA detects physical conditions and/or obstructions affecting the work, the IA shall take all measures to overcome them.

9.23 Project Document

9.23.1 Within 15 calendar days of Effective date of the Contract, the IA shall submit to the Purchaser for its approval a detailed Project Document with details of the programme showing the sequence, procedure and method in which he proposes to carry out the works as stipulated in the RFP, whenever reasonably required by the Purchaser, furnish in writing
the arrangements and methods proposed to be made for carrying out the works. The document so submitted by the IA shall conform to the requirements and timelines specified in the Contract. The Purchaser and the IA shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the IA intends to deploy and shall be clearly specified. The Project Document shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the Purchaser of the Project Document shall not relieve the IA of any of his duties or responsibilities under the Contract.

9.24 IA’s Organization

9.24.1 The IA should to the best of his efforts, avoid any change in the organization structure proposed for execution of this contract or replacement of any manpower resource appointed. If the same is however unavoidable, IA shall promptly inform the Purchaser in writing, and the same shall require subsequent approval by the Purchaser.

9.24.2 All personnel involved in the project shall be on the payroll of the IA except in the cases where sub-contracting is explicitly allowed by the Purchaser.

9.24.3 In case of replacement of any manpower resource, the IA should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource in order to maintain the continued level of service.

9.24.4 All manpower resources deployed by the IA for execution of this contract must strictly adhere to the attendance reporting procedures and make their services available as agreed upon for the entire reporting time period at the Purchaser’s office location.

9.24.5 The IA shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and provision of services for all costs/charges in connection thereof.

9.24.6 The IA shall provide and deploy, at the Purchaser’s office location for carrying out the work, only those manpower resources who are qualified/skilled and experienced in their respective trades and who are competent to deliver in a proper and timely manner the work they are required to perform or to manage/supervise the work.

9.24.7 The Purchaser may at any time object to and require the IA to remove forthwith from the Purchaser’s office location any authorized representative or employee of the IA or any person(s) of the IA’s team, if, in the opinion of the Purchaser’s Representative the person in question has mis-conducted or his / her deployment is otherwise considered undesirable by the Purchaser. The IA shall forthwith remove and shall not again deploy the person without the written consent of the Purchaser.
9.24.8 The Purchaser may at any time object to and request the IA to remove from the Purchaser’s office location any of IA’s authorized representative including any employee of the IA or his team or any person(s) deployed by IA or his team for professional incompetence or negligence or for being deployed for work for which he is not suited. The IA shall consider the Purchaser request and may accede to or disregard it. The Purchaser, having made a request, as aforesaid in the case of any person, which the IA has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the IA to remove that person from deployment on the work, which the IA shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Purchaser.

9.24.9 The Purchaser shall state to the IA in writing the reasons for any request or requirement pursuant to this Clause.

9.24.10 The IA shall promptly replace every person removed, pursuant to this section, with a competent substitute, and at no extra cost to the Purchaser.

9.25 Adherence to safety procedures, rules, regulations and restrictions

9.25.1 IA’s Team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and IA’s team shall abide by these laws.

9.25.2 Access to the Data Centre Sites shall be strictly restricted. No access to any person except the essential members of the IA’s team who are genuinely required for execution of work or for carrying out management/maintenance who have been explicitly authorised by the Purchaser shall be allowed entry to the Data Centre Sites. Even if allowed, access shall be restricted to the pertaining equipment of the Purchaser related to ILRMS System only. IA shall maintain a log of all activities carried out by each of its team personnel.

9.25.3 The IA shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. IA’s Team shall adhere to all security requirement/regulations of the Purchaser during the execution of the work. Purchaser’s employee also shall comply with safety procedures/policy.

9.25.4 The IA shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

9.26 Statutory Requirements

9.26.1 During the tenure of this Contract nothing shall be done by the IA or his team in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Purchaser indemnified in this regard.
10 CONTRACT ADMINISTRATION

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

10.2 Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:

10.2.1 exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof; and

10.2.2 bind his or her Party in relation to any matter arising out of or in connection with this Contract.

10.2.3 The IA along with the members be bound by all undertakings and representations made by the authorized representative of the IA and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.

10.3 For the purpose of execution or performance of the obligations under this Contract, the Purchaser would act as an interface with the nominated representative of the IA. The IA shall comply with any instructions that are given by the Purchaser during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.

11 Purchaser ’S OBLIGATIONS

11.1 Purchaser shall appoint a Project Management Unit (PMU) which shall coordinate with various departments and shall function as per the specifications of the RFP.

Purchaser or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the IA

11.2 Purchaser shall ensure that timely approval is provided to the IA as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this contract.

11.3 The Purchaser shall interface with the IA to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.
11.4 Purchaser may provide on IA’s request, particulars/information/ or documentation that may be required by the IA for proper planning and execution of work and for providing services covered under this contract and for which the IA may have to coordinate with respective vendors.

11.5 Purchaser shall provide to the IA sitting space and basic infrastructure not including, stationery and other consumables at the Purchaser’s office location and Data Centre Sites.

12 PAYMENT TERMS
As mentioned in the RFP and subsequent corrigenda issued, if any

All payments are inclusive of taxes.

12.1 Purchaser shall make payments only to the IA as set out in the Payment schedule as specified in payment schedule (clause 50) below subject to the fulfilment by the IA of the obligations herein. Purchaser will make all efforts to make payments to the IA within 30 days of receipt of invoice(s) and all necessary supporting documents subject to verification of the submitted supporting documents and SLAs.

12.2 Purchaser shall make all payments under this Contract, as set out in the Payment clause to the IA only and shall not be liable to make any payments or for any other related obligation under this contract to any other party including but not limited to the IA’s members/ vendors or any other member of IA’s Team or any third party engaged by the IA in any way connected with the discharge of the IA’s obligation under the Contract and in any manner whatsoever. The IA shall be fully liable and responsible for meeting all such obligations and all payments to be made to the aforesaid entities/parties.

12.3 All payments agreed to be made by Purchaser to the IA in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable costs of maintenance, if any and Purchasers hall not be liable to pay any such levies/other charges under or in relation to this Contract and/or the Services.

12.5 In case of change in taxes under change in law, appropriate parties shall be passed the benefit of the same over and above the contract value. In case of such change, IA shall submit a formal request with necessary supporting documents to the Purchaser. The Purchaser shall verify these documents and if applicable and approved in writing by the Purchaser, the IA shall incorporate such changes into subsequent regular invoice for payment.

12.6 No invoice for extra work/change order on account of change order will be submitted by the IA unless the said extra work /change order has been authorized/approved by the Purchaser in writing in accordance with Clause on Change order.
12.7 In the event of Purchaser noticing at any time that any amount has been disbursed wrongly to the IA or any other amount is due from the IA to the Purchaser, the Purchaser may without prejudice to its rights recover such amounts by other means after notifying the IA or deduct such amount from any payment falling due to the IA. The details of such recovery, if any, will be intimated to the IA. The IA shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Purchaser or the IA.

13 DEDUCTIONS:

13.1 All payments to the IA shall be subject to the deductions of tax at source under Income Tax Act, and other taxes, and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Purchaser may have paid or incurred, for which under the provisions of the Contract, the IA is liable, the same shall be deducted by Purchaser from any dues to the IA. All payments to the IA shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Purchaser to the IA on chargeable basis.

14 DUTIES, TAXES AND STATUTORY LEVIES.

14.1 The IA shall bear all personnel taxes levied or imposed on its personnel, Vendors, consultants, or any other member of IA’s Team, etc. on account of payment received under this Contract. The IA shall bear all corporate taxes, levied or imposed on the IA on account of payments received by it from the Purchaser for the work done under this Contract.

14.2 IA shall bear all taxes and duties etc. levied or imposed on the IA under the Contract including but not limited to Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, GST, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act - 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him from the Purchaser for work done under the Contract. It shall be the responsibility of the IA to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The IA shall also provide the Purchaser such information, as it may be required in regard to the IA’s details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the IA original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.

14.3 If there is any reduction in taxes / duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser

14.4 The IA agrees that he and his Team shall comply with the Indian Income Tax act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them, for the payments received by them for the works under the Contract.
14.5 Should the IA fail to submit returns/pay taxes in times as stipulated under the Indian Income Tax Act and consequently any interest or penalty is imposed by the Indian Income Tax authority, the IA shall pay the same. IA shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/IA.

14.6 The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the IA at the rates in force, from the amount due to the IA and pay to the concerned tax authority directly.

15 INTELLECTUAL PROPERTY RIGHTS

15.1 Purchaser 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, drawings and other documents which have been newly created and developed by the IA solely during the performance of 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 IA shall be property of Government of Telangana / Purchaser The IA should create a repository of such resources and provide access to Purchaser The IA undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser 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 Purchaser.

The source code and materials developed under this contract including any enhancement or modification thereto shall remain the sole property of the Purchaser. During the performance of the Services for this Agreement, each Party grants to the other Party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other Party solely for the performance of such services for duration of the Term of this Contract

15.1(a) Section 19(4) of the Copyright Act, 1957, shall not apply to this Agreement. All rights assigned to Purchaser under the above Clause 15.1 shall be on a worldwide basis.

15.1 (b) It is agreed that IA shall continue to own all rights in such pre-existing intellectual property which was developed by the IA or any third party prior to this Contract (`Pre-existing IP`). Any additional development work undertaken by IA solely for Purchaser will be owned by Purchaser IA has listed the Pre-existing IP including the specific component/module which constitute the Pre-existing IP which has been accepted and approved by Purchaser IA hereby grants a non-exclusive license to Purchaser to use the Pre-existing IP (including right to sublicense the same), during the term of this Contract for the purpose of use on the ILRMS Application/System in consideration of the mutual covenants in this Agreement.
15.1 (c) Purchaser shall be granted an irrevocable, non-exclusive, license (including right to sublicense for the purpose of use of the Services by GoT’s) to use such Pre-existing IP or enhancements which are owned by the IA or any third party software, in perpetuity to the extent that the same forms part of any products of Services rendered by the IA under this Contract including the ILRMS Platform/System, post expiry or termination of this Contract. It is hereby further agreed that the IA shall continue to provide maintenance services to the ILRMS System/Platform in relation to such Pre-existing IP, third party software, enhancements owned by the IA as the case may, in respect of inter alia any bug fixes or any glitches which impact the operation of the ILRMS Platform/System notwithstanding the expiration or termination of the Contract, upon intimation by the IA, at mutually agreed terms and costs.

15.2 The IA / IA’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 and the IA shall keep the Purchaser 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 IA or the IA’s Team during the course of performance of the Services. In case of any infringement by the IA / IA’s Team, IA shall have sole control of the defence and all related settlement negotiations.

15.3 It is hereby agreed that the provisions of this entire Clause 15 shall survive the expiration or the early termination of the Contract and notwithstanding anything to the contrary elsewhere, for the purposes of this Agreement and clause 15 the term 'Intellectual Property Rights' shall mean and include any form of intellectual property including any patent, copyright, trademark, trade name, service marks, brands, proprietary information, Application Software whether arising before or after the execution of this Contract and the right to ownership and registration of these rights on a worldwide basis, pursuant to or in connection with all the Services rendered exclusively for the Purchaser by the IA.

16 INFORMATION SECURITY

16.1 The IA / IA’s Team shall not carry any written/printed document, layout diagrams, floppy diskettes, hard disk, storage tapes, other storage devices or any other goods /material proprietary to Purchaser into / out of the Data Centre Sites and Purchaser’s office location without written permission from the Purchaser

16.2 The IA / IA’s Team shall not destroy any unwanted documents, defective tapes/media present at the Data Centre Sites and Purchaser’s office location on their own. All such documents, tapes/media shall be handed over to the Purchaser

16.3 All documentation and media at the Data Centre Sites shall be properly identified, labelled and numbered by the IA shall keep track of all such items and provide a summary report of these items to the Purchaser on a monthly basis.
16.4 The IA and IA’s Team shall follow Purchaser’s / GoT’S Information Security policy. Access to Purchaser’s data and systems, Email and Internet facility by the IA / IA’s team at the Purchaser’s office location shall be in accordance with the security and access policies set by the Purchaser and administered by the existing vendors.

16.5 IA acknowledges that Purchaser’s business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to Purchaser; and IA along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by IA to protect its own proprietary information. IA recognizes that the goodwill of Purchaser depends, among other things, upon IA keeping such proprietary information confidential and that unauthorized disclosure of the same by IA or its team could damage the goodwill of Purchaser, and that by reason of IA’s duties hereunder. IA may come into possession of such proprietary information, even though IA does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. IA shall use such information only for the purpose of performing the said services.

16.6 IA shall, upon termination of this agreement for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to IA by Purchaser, including any copies or reproductions, both hardcopy and electronic.

17 RECORDS OF CONTRACT DOCUMENTS:

17.1 The IA shall at all-time make and keep sufficient copies of the Contract documents, manuals, reference material, drawings, specifications and any other document required by him to fulfil his duties under the Contract.

17.2 The IA shall keep at the Purchaser’s office location, adequate number of copies of all documents required to fulfil his duties under the Contract, in excess of his own requirement and those copies shall be available at all times for use by the Purchaser and/or by any other person authorized by the Purchaser.

18 OWNERSHIP AND RETENTION OF DOCUMENTS

18.1 Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the IA shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the IA in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The IA shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

19 DATA AND HARDWARE
19.1 By virtue of this Contract, the IA / IA’s Team may have access to information of the Purchaser and/or a third party. The Purchaser has the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the IA in the course of performing the Services under this Contract.

20 INDEMNITY

20.1 The IA shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

20.1.1 any negligence or wrongful act or omission by the IA or the IA’s Team or any third party associated with IA in connection with or incidental to this Contract; or

20.1.2 any breach of any of the terms of the IA’s Bid as agreed, the Tender and this Contract by the IA the IA’s Team or any third party.

20.1.3 any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof.

20.2 The IA shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, and movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.

21 REPRESENTATIONS AND WARRANTIES

21.1 The IA hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

21.1.1 That the selected IA along with its members have the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this contract and to provide services sought by the Purchaser under this contract.

21.1.2 That the IA and its Members are not involved in any major litigation or legal proceedings, pending, existing, potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract.

21.1.3 That the representations and warranties made by the IA in its Bid, Tender and Contract are and shall continue to remain true and correct throughout the term of this Contract and IA shall fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless the Purchaser specifies to the contrary, the IA shall be bound by all the terms of the Bid.
21.1.4 That the IA and its team has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the Tender and this Contract.

21.1.5 That the IA shall ensure that all assets/components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced.

21.1.6 That the IA /IA’s team shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The IA shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

21.1.7 That the IA shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.

21.1.8 That the execution of the scope of work and the Services herein is and shall be in accordance and in compliance with all applicable laws.

21.1.9 That the IA has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.

21.1.10 That all conditions precedent under the Contract have been satisfied.

21.1.11 That neither the execution and delivery by the IA /IA’s Team of the Contract nor the IA’s IA Team’s compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the IA (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the IA is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the IA

21.1.12 That the IA certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the IA which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
21.1.13 That the IA confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.

21.1.14 That the IA owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the IA on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.

21.1.15 That the IA owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the performance of the project under this contract and regarding the same the IA does not, so far as the IA is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the IA is aware, none of the Intellectual Property Rights owned or enjoyed by the IA or which the IA is licensed to use, which are material in the context of the IA’s business and operations for the performance of this contract and regarding the same the IA does not, so far as the IA is aware, are any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the IA by any person. All Intellectual Property Rights (owned by the IA or which the IA is licensed to use) required by the IA for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto. The remedy for any breach of this Clause shall be the indemnity set forth in Clause 13.3 of this section for Intellectual Property Rights.

21.1.16 That the IA agrees to incorporate, within the contract value, all hardware configuration, software changes, upgrades and patches to the system, announced by him from time to time keeping in view the advancement in technology, shortcomings of the system and any changes required for improving the overall efficiency of the system.

21.1.17 That the IA shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all supplied hardware and software to meet the requirements of the applications.

21.1.18 If and when the system and/or components of the system are required to be relocated / shifted within the same Data Centre Site or to a new Data Centre Site, the IA shall undertake required work related for de-commissioning / re-commissioning and other associated work, at no additional cost to the Purchaser Associated costs for transportation, insurance and packing shall however be borne by the Purchaser For any such relocation / shifting efforts beyond two such occurrences during the contract period, extra charges shall be mutually agreed upon.
21.1.19 That the IA shall not at any time create an adverse title to the newly created Intellectual Property Rights as stipulated in clause 15 of this Contract, in favour of any third party to the prejudice of the Purchaser hereunder.

22 CONFIDENTIALITY

22.1 Neither party shall use Confidential Information the IA / IA’s Team shall not use Confidential Information, the name or the logo of the Purchaser except for the purposes of the purpose of execution of this contract.

22.2 Confidential information does not include information which:

22.2.1 Receiving party or had its possession, prior to disclosure, without limitation on its confidentiality;

22.2.2 is independently developed by the IA / IA’s Team without breach of conditions under this Contract information in the public domain as a matter of law;

22.2.3 is received from a third party not subject to the obligation of confidentiality with respect to such information is released from confidentiality with the written consent of disclosing party.

22.3 The receiving party shall have the burden of proving hereinabove are applicable to the information in the possession of the IA / IA’s Team.

22.4 The receiving party shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services/Contract and/or Purchaser’s business/operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information/documents without the prior written consent of the disclosing party.

22.5 The receiving party may only disclose Confidential Information in the following circumstances:

22.5.1 with the prior written consent of the Purchaser;

22.5.2 to a member of the disclosing party if:
A. the member of the IA’s Team needs the Confidential Information for the performance of obligations under this contract;
B. the member of the IA’s Team is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract
22.6 The IA shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the members and other members of IA’s Team to the satisfaction of the Purchaser.

22.7 The IA shall notify the Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Purchaser.

22.8 The IA shall be liable to fully recompense the Purchaser for any loss of revenue arising from breach of confidentiality. The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the IA / IA’s Team in relation to a dispute arising out of breach of obligation by the IA under this Clause.

22.9 Both Parties shall execute the Non-Disclosure Agreement at the time of contract signing.

23 EVENTS OF DEFAULT BY THE IA

23.1 The failure on the part of the IA to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the IA. The events of default as mentioned above may include inter-alia the following:

23.1.1 the IA/IA’s Team has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the scope of work or provide services under the Contract, or

23.1.2 the IA/IA’s Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if the IA has fallen short of matching such standards / benchmarks / targets as the Purchaser may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above mentioned failure on the part of the IA may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Purchaser;

23.1.3 the IA has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Purchaser, despite being served with a default notice which laid down the specific deviance on the part of the IA/IA’s Team to comply with any stipulations or standards as laid down by the Purchaser; or

23.1.4 The IA / IA’s Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract.
23.1.5 the IA/IA’s Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract

23.1.6 There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the IA.

23.1.7 The IA/IA’s Team has failed to comply with or is in breach or contravention of any applicable laws.

23.2 Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the IA setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.

23.3 Where despite the issuance of a default notice to the IA by the Purchaser the IA fails to remedy the default to the satisfaction of the IA the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Purchaser

24 CONSEQUENCES OF EVENT OF DEFAULT

Where an Event of Default subsists or remains uncured the Purchaser shall be entitled to:

24.1 Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and the Services which the IA shall be obliged to comply with which may include re-determination of the consideration payable to the IA as agreed mutually by Purchaser and IA or through a third party acceptable to both parties. The IA shall in addition take all available steps to minimize loss resulting from such event of default.

24.2 Suspend all payments to the IA under the Contract by a written notice of suspension to the IA provided that such notice of suspension:

24.2.1 Shall specify the nature of the failure; and

24.2.2 Shall request the IA to remedy such failure within a specified period from the date of receipt of such notice of suspension by the IA

24.3 Require replacement of any of the IA’s Member(s) / IA’s Team member(s) with another suitable member(s) where the Purchaser deems necessary. The IA shall in such case terminate forthwith all their agreements/ contracts/ other arrangements with such member(s) and find suitable replacement for such outgoing member(s) with another member(s) to the satisfaction of the Purchaser, who shall execute such Contracts with the Purchaser as the Purchaser may require. Failure on the part of the IA to find a suitable
replacement and/or terminate all agreements/contracts with such member(s), shall amount
to a breach of the terms hereof and the Purchaser in addition to all other rights, have the
right to claim damages and recover from the IA all losses/ or other damages that may have
resulted from such failure.

24.4 Retain such amounts from the payment due and payable by the Purchaser to the IA as
may be required to offset any losses caused to the Purchaser as a result of such event of
default and the IA shall compensate the purchaser for any such loss, damages or other
costs, incurred by the purchaser in this regard. Nothing herein shall effect the continued
obligation of the IA and IA’s Team to perform all their obligations and responsibilities under
this Contract in an identical manner as were being performed before the occurrence of the
default.

24.5 Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder,
enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the
IA as may have resulted from such default and pursue such other rights and/or remedies
that may be available to the Purchaser under law.

25 NO ASSIGNMENT

25.1 The IA shall not transfer any interest, right, benefit or obligation under this Contract
without the prior written consent of the Purchaser

26 STIPULATED TIME SCHEDULE

26.1 The Key Phases during project implementation along with the indicative milestones and
timelines as anticipated by the Purchaser are given in the bid document.
26.2 The IA shall perform the activities and comply in all respects with the critical dates and
the parties hereby agree that failure on part of the IA Members and OEMs to meet the
critical dates without prejudice to any other rights that the Purchaser may have, may lead to
the imposition of such obligations as are laid down in the Delay and Deterrent Mechanism
and/or levy liquidated damages and/or termination of the Contract at the discretion
of the Purchaser

27 TERM AND EXTENSION OF THE CONTRACT

27.1 The term of this Contract shall be for a period of THREE (3) years from the date of Go-
Live (Phase-II services) as defined in RFP and is extensible for another (1+1) year as per the
terms and conditions set out in the RFP.

27.2 The Purchaser shall reserve the sole right to grant any extension to the term above
mentioned and shall notify in writing to the IA at least 6 months before the expiration of the
Term hereof, whether it will grant the IA an extension of the Term. The decision to grant or
refuse the extension shall be at the Purchaser’s discretion and such extension of the
contract, if any, shall be as per terms agreed mutually between the Purchaser and IA
27.3 Where the Purchaser is of the view that no further extension of the term be granted to the IA the Purchaser shall notify the IA of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the IA shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Purchaser shall either appoint an alternative agency/vendor or create its own infrastructure to operate such Services as are provided under this Contract.

28 TERMINATION

28.1 The Purchaser may, terminate this Contract in whole or in part by giving the IA a prior and written notice indicating its intention to terminate the Contract under the following circumstances:

28.1.1 Where the Purchaser is of the opinion that there has been such Event of Default on the part of the IA / IA’s Team which would make it proper and necessary to terminate this Contract and may include failure on the part of the IA to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.

28.1.2 Where it comes to the Purchaser’s attention that the IA (or the IA’s Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the IA’s Bid, the Tender or this Contract.

28.1.3 Where the IA / any of IA’s members ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the IA or its members, any failure by the IA or its member to pay any of its dues to its creditors, the institution of any winding up proceedings against the IA / IA’s member or the happening of any such events that are adverse to the commercial viability of the IA / IA’s member. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.

28.1.4 Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the IA without compensation to the IA if the IA becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

28.2 In the event of termination of this Contract by the Purchaser before the expiry of the term, the IA shall be given a period of 60 days to demobilize itself.

28.3 The IA may, subject to approval by the Purchaser, terminate this Contract before the expiry of the term by giving the purchaser a prior and written notice at least 06 (Six) months in advance indicating its intention to terminate the Contract.

29 CONSEQUENCES OF TERMINATION
29.1 In the event of termination of this Contract [whether consequent to the stipulated Term of the Contract or otherwise] the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the IA shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Purchaser and/or the successor agency, as may be required, to take over the obligations of the erstwhile IA in relation to the execution/continued execution of the scope of this Contract, even where such assistance is required to be rendered for a reasonable period that may extend beyond the contract term/termination hereof.

29.2 Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the IA/IA’s Team or due to the fact that the survival of the IA as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the IA as may be required to offset any losses caused to the Purchaser as a result of the Termination or due to any act/omissions of the IA in case of any loss or damage due to default on the part of the IA in performing any of its obligations with regard to executing the scope of work under this Contract, the IA shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the IA’s Team and/or all third parties appointed by the IA shall continue to perform all their obligations and responsibilities as stipulated under this Contract, and as may be proper and necessary to execute the scope of work under the Contract in terms of the IA’s Bid, the Tender and this Contract, in an identical manner as were being performed before the collapse of the IA as described above in order to execute an effective transition and to maintain business continuity.

29.3 Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law.

29.4 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

30 DISPUTE RESOLUTION

30.1 If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavour to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after
reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days notice to refer the dispute to arbitration to the other Party in writing.

30.2 The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.

30.3 The Arbitration proceedings shall be held in Hyderabad, India.

30.4 The Arbitration proceeding shall be governed by the substantive laws of India.

30.5 The proceedings of Arbitration shall be in English language.

30.6 Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.

30.7 In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, Ministry of Law & Justice shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.

30.8 If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.

30.9 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

30.10 It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.

30.11 The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

30.12 The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
30.13 Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

31 CONTINUANCE OF THE CONTRACT:

31.1 Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

32 TIME IS OF THE ESSENCE

32.1 Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by the IA by the specified completion date.

33 CONFLICT OF INTEREST

33.1 The IA shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the IA or the IA’s Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

34 PUBLICITY

34.1 The IA / IA’s Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the IA its written consent.

35 FORCE MAJEUERE

35.1 Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

35.2 The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the IA / IA’s Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or
the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

35.3 In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

36 GENERAL

36.1 Relationship between the Parties
a. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and IA’s Team or any relationship of Purchaser employee, principal and agent, or partnership, between the Purchaser and IA
b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
c. The Purchaser has no obligations to the IA’s Team except as agreed under the terms of this Contract.

36.2 SURVIVAL
The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the IA of its release from those obligations.

36.3 ENTIRE CONTRACT
The terms and conditions laid down in the Tender and all annexure, addendum thereto as also the Bid and any annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

36.4 GOVERNING LAW
This Contract shall be governed in accordance with the laws of India.

36.5 JURISDICTION OF COURTS
The courts of India at Hyderabad have exclusive jurisdiction to determine any proceeding in relation to this Contract.

37 COMPLIANCE WITH LAWS

37.1 The IA’s Team shall comply with the laws in force in India in the course of performing this Contract.

38 NOTICES
38.1 All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To Purchaser at:
<<Attn: Phone:] [Fax:]>>

To IA at:
<<Attn: [Phone:] [Fax:]>>

38.2 Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above.

38.3 A notice served on a Representative is taken to be notice to that Representative’s Party.

39 WAIVER

a. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

b. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

c. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

40 APPLICATION

40.1 These General Conditions shall apply to the extent those provisions in other parts of the Contract do not supersede them.

41 PERFORMANCE SECURITY

41.1 The successful Tenderer shall furnish Performance Security to the Purchaser at the time of signing the Contract which shall be equal to 10% of the value of the Contract and shall be in the form of a Guarantee Bond from a Nationalised / Scheduled Bank in the specified Proforma by Purchaser which would be valid up to a period of three months after the contract period.

42 MODIFICATION

42.1 Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.
43 CURRENCY OF PAYMENT

43.1 Payment shall be made in Indian Rupees only.

44 GOVERNING LANGUAGE

44.1 The Agreement shall be written in English only. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English only.

45 “NO CLAIM” CERTIFICATE

45.1 The IA shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this contract, nor shall the Purchaser entertain or consider any such claim, if made by the IA after he shall have signed a “No claim” certificate in favour of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted.

46 PROJECT MANAGER

46.1 The IA shall ensure that at all time during the validity of the Contract, a Project Manager acceptable to the Purchaser shall take charge of the Performance of the Contract. The Project Manager shall be assisted by his /her team members. Minimum manpower resource requirement has been provided in the RFP Volume 1.

47 COMPLETION OF CONTRACT

47.1 Unless terminated earlier and not extended further, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in contract are fulfilled to the satisfaction of the Purchaser

48 INSURANCE

48.1 The Goods supplied under this Contract shall be fully insured by the IA against any loss or damage, for the duration of the contract, The IA shall submit to the Purchaser, documentary evidence issued by the insurance company, indicating that such insurance has been taken.

48.2 The IA shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods during their shipment from respective manufacturing/shipment site of the OEM to the port of landing.

48.3 All charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective site of installation shall also be borne by the Tenderer.

48.4 The IA during the term of this contract:
i. shall take out and maintain, at his own cost but on terms and conditions approved by the Purchaser, insurance with financially sound and reputable insurers against the risks, and for the coverage, as specified below:

ii. Shall pay all premia in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

48.5 IA shall be responsible for the insurance of the Personnel of the IA/ IA’s Team, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

49 LIMITATION OF IA’S LIABILITY TOWARDS THE Purchaser

49.1 Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.

49.2 Except in the case of Gross Negligence or Willful Misconduct on the part of the IA/IA’s Team or on the part of any person or firm acting on behalf of the IA executing the work or in carrying out the Services, the IA with respect to damage caused by the IA including to property and/or assets of the Purchaser or of any of Purchaser's vendors shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the IA may be entitled to receive from any insurance maintained by the IA to cover such a liability, whichever of (A) or (B) is higher.

49.3 For the purpose of this section "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property. "Willful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

49.4 This limitation of liability slated shall not affect the IA liability, if any, for direct damage by IA/IA’s Team to a Third Party’s real property, tangible personal property or bodily injury or death caused by the IA/IA’s Team or any person or firm/company acting on behalf of the IA in executing the work or in carrying out the Services."

50 SEVERANCE
50.1 In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

51 LIQUIDATED DAMAGES

51.1 In the event Bidder fails to provide the Services in accordance with the Service Standards and SLA as mentioned in this document. Bidder shall be liable for penalty.

51.2 Purchaser is entitled to withhold (deduct) from the payment due or the Performance Bank Guarantee the liquidated damages that have become due.

51.3 Bidder’s cumulative liability for its obligations and liabilities (including for damages arising out of breach, negligence, or tort) shall not exceed the actual, direct damage, upto a 100% of the total contract value hereunder for the subject of the claim; The cap indicate shall not apply for its liability for bodily injury (including death) or damage to real property clauses by Partner’s negligence.

52 SUSPENSION OF WORK

52.1. The IA shall, if ordered in writing by the Purchaser’s Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The IA shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. The Purchaser may consider suitable compensation to the IA on case to case basis, to the extent of work completed, subject to fulfilment of other conditions of this contract. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the IA if request for same is made and that the suspension was not consequent to any default or failure on the part of the IA In case the suspension of works, is not consequent to any default or failure on the part of the IA and lasts for a period of more than 3 months, the IA shall have the option to request the Purchaser to terminate the Contract with mutual consent.

52.2 In the event that the Purchaser suspends the progress of work for any reason not attributable to the IA for a period in excess of 30 days in aggregate, rendering the IA to extend his performance security then Purchaser shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the banking procedures subject to the IA producing the requisite evidence from the bank concerned.

53 CONTRACT AMENDMENT

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

54 CHANGE CONTROL SCHEDULE
54.1 This Schedule describes the procedure to be followed in the event of any proposed change to the Contract, Project Implementation Schedule and Operation and Management SLA. Such change shall include, but shall not be limited to, changes in the scope of services provided by the IA and changes to the terms of payment as stated in the Terms of Payment Schedule. It is recognised that change is an inevitable part of service delivery and that a significant element of this change can be accomplished by re-organising processes and responsibilities without a material effect on the cost. The IA shall endeavour, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and the Purchaser will work with the IA to ensure that all changes are discussed and managed in a constructive manner.

54.2 To perform any functional changes to system, which are deviating from the Functional Requirements/System Requirements, Scope of work, detailed product features as listed in the RFP a separate Change Control Note (CCN) shall be prepared by the IA and effort & cost estimates shall be mutually agreed between IA and the Purchaser. This is applicable to the change requests coming up after the Go-live stage. Before, the go-live stage, such changes and feedbacks from the Purchaser pertaining to functional specifications will be incorporated by the IA without any additional costs to the Purchaser.

54.3 Change requests in respect of the Contract, the Project Implementation Schedule, or the Operation and Management SLA will emanate from either the IA or Purchaser. The initiator of CCNs will be responsible for obtaining approval for the change and will act as its sponsor throughout the Change Control Process and will complete the Initiation Process of the CCN. CCNs will be presented by the initiator to the other, who will acknowledge receipt by signature of the CCN. The IA and the Purchaser, while preparing the CCN, shall consider the change only when such change is beyond the scope of services including ancillary and concomitant services required as detailed in of the RFP. For any changes in the system, identified by either party, the IA shall prepare a detailed Change Control Note within ten working days from the date of intimation of such change.

54.4 The IA shall assess the CCN and complete the evaluation of the CCN. In completing the evaluation of the CCN, the IA shall provide as a minimum:
A. A description of the change
B. A list of deliverables required for implementing the change;
C. A timetable for implementation;
D. An estimate of any proposed change;
E. Any relevant acceptance criteria;
F. An assessment of the value of the proposed change;
G. Material evidence to prove that the proposed change is not already covered within the scope of the project, SLAs, or Contract.

54.5 Prior to submission of the completed CCN to the Purchaser, or its nominated agencies, the IA will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the IA shall consider the materiality of the proposed change in the context of the Contract, the Project.
Implementation, Operation and Management SLA affected by the change and the total
effect that may arise from implementation of the change.

54.5 Materiality criteria will be established by the Purchaser and the IA. Changes
requiring no escalation of authority can be implemented. Discussion and agreement as to
materiality will be held in accordance with the Governance Schedule.

54.6 The IA shall be responsible for its own costs incurred in the quotation; preparation of
CCNs and in the completion of its obligations described in this process provided the IA
meets the obligations as set in the CCN.

54.7 The Status on the progress of the Change requests and CCNs will be reported by IA on a
fortnightly basis and same shall be reviewed by both the parties on Fort-nightly basis.
55.8 The IA shall be obliged to implement any proposed changes once approval from the
Purchaser in accordance with the CCN has been given, with effect from the date agreed for
implementation.

55. EXIT MANAGEMENT

55.1 Exit Management Purpose
- In the case of termination of the Project Implementation and/ or Operation and
  Maintenance SLA due to illegality, the Parties shall agree at that time whether,
  and if so during what period, the provisions of this Schedule shall apply.
- The Parties shall ensure that their respective associated entities carry out their
  respective obligations set out in this Exit Management Schedule.
- At the end of the contract period of 3 years or as extended after 3 years all the
  assets associated with this project would be handed over to Nodal Department
  i.e. CCLA.

55.2 Cooperation and Provision of Information

During the exit management period, the Bidder shall allow the Department access to
information reasonably required defining the then current mode of operation
associated with the provision of the services to enable the Department to assess the
existing services being delivered.

55.3 Confidential Information, Security and Data

The Bidder will promptly on the commencement of the exit management period,
supply to the Department the following:
- Information relating to the current services rendered and performance data
  relating to the performance of the services; Documentation relating to the Project
  including tailoring decisions taken (if any), Project’s Intellectual Property Rights;
  any other data and confidential information related to the Project, all current and
  updated services.
- Project data as is reasonably required for purposes of the Project or for
  transitioning of the services to its Replacement bidder in a readily available
  format.
- All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the Department or its Replacement bidder to carry out due diligence in order to transition the provision of the Services to the Department or its Replacement bidder (as the case may be).
- Before the expiry of the exit management period, the bidder shall deliver to the CCLA, Govt. of Telangana all documentation created for the purpose of this Project and shall not retain any copies thereof.
- Before the expiry of the exit management period, unless otherwise provided under the Agreement, the CCLA Govt. of Telangana shall deliver to the bidder all forms of confidential information, which is in the Possession or control of Project or its users.

55.4 Employees
Promptly on reasonable request at any time during the exit management period, the bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Department, a list of all employees (with job titles and communication address) of the bidder, dedicated to providing the services at the commencement of the exit management period;

55.5 Rights of Access to Information
At any time during the exit management period, the bidder will be obliged to provide an access of information to the Department, and/or any Replacement the bidder in order to make an inventory of the Assets (including hardware/ Software/ Active/passive), layouts, diagrams, schematics, documentations, manuals, catalogs, archive data, policy documents or any other material related to the Project.

55.6 Rights of Access to Premises
- At any time during the exit management period, where Assets are located at the Implementing agency's premises, the bidder will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) CCLA/Registration & Stamps Department, Govt. of Telangana and/or any Replacement bidder in order to make an inventory of the Assets.

55.7 General Obligations of the Bidder
1. The bidder shall provide all such information as may reasonably be necessary to affect as seamless a handover as practicable in the circumstances to the Registration & Stamps Department, Govt. of Telangana or its nominated agencies or its Replacement Implementing agency and which the bidder has in its possession or control at any time during the exit management period.
2. For the purposes of this Schedule, anything in the possession or control of bidder, associated entity, or sub contractor is deemed to be in the possession or control of the bidder.
3. The bidder shall commit adequate resources to comply with its obligations under this Exit Management Schedule.
4. It shall be the responsibility of the bidder to transition the Technical manpower deployed (at MRO/SRO offices) for the purpose of execution of this project. The Department of CCLA/Registration & Stamps shall no way be responsible for the continuity of their services.

55.8 Exit Management Plan

- The bidder shall provide the Department 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 SLR as a whole and in relation to the Project Implementation, the Operation and Maintenance and Scope of work definition.
  1. A detailed program of the transfer process that could be used in conjunction with a Replacement bidder 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;
  2. Plans for the communication with staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project’s operations as a result of undertaking the transfer;
  3. Plans for provision of contingent support to the Project and Replacement of bidder for a reasonable period after transfer.

- The bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- Each Exit Management Plan shall be presented by the bidder to be approved by the Department.
- The terms of payment as stated in the Terms of Payment Schedule includes the costs of the bidder complying with its obligations under this Schedule.
- In the event of termination or expiry of SLA, Project Implementation, Operation and Maintenance or Scope of Work each party shall comply with the Exit Management Plan.
- During the exit management period, the bidder shall use its best efforts to deliver the services.
- Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- This Exit Management plan shall be furnished in writing to the Department or its nominated agencies within 30 days from the Effective Date of this Agreement.
- The audit and access rights contained within this Schedule shall survive the termination or expiration of the Agreement for a period of twenty-four (24) months. For the avoidance of doubt, this right of audit shall not apply to data and records returned to Project/ destroyed in accordance with Exit Management Schedule.
- The bidder shall also provide all kind of technical support to designated agency while transferring the project and hand hold the project for at least one month to enable designated agency develop sufficient skills for smooth maintenance and operations of the project.
56. Service Level Agreement (SLA)

INTRODUCTION
This section details the various service levels to be adhered to by the IA. The performance of the IA and the payment is linked to the Key Performance Indicators listed in the document. The SLAs are intended to

A. Clearly articulate the performance criteria to be used to monitor SLA as well as the criteria used to calculate the penalty if any due to violation of SLAs.
B. Help IA monitor and attain the required service levels
C. Bring to attention of purchaser and IA any drop in performance levels

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Service Parameter</th>
<th>Service level</th>
<th>Measurement Metrics</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Timely delivery</td>
<td>All the milestones defined in the RFP have to be implemented on-time (with no delay).</td>
<td>To be measured (with reference to the approved submission of deliverable and approved timelines), in Number of weeks of delay from the date of submission as defined in the Implementation Schedule.</td>
<td>• For every one week or part there of delay in submission of deliverable would attract a penalty of Rs. Ten Thousand per week. Partial submission of the deliverable would also be treated as non-submission of the deliverable and above said penalty clause shall apply. The penalty shall be deducted / adjusted from milestone Invoices.</td>
</tr>
</tbody>
</table>

A) Project Implementation SLAs: Cumulative penalty of more than 10% of the contract value during implementation phase may cause the termination of MSA.
<table>
<thead>
<tr>
<th>2</th>
<th>Quality of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Correctness of delivery.</td>
</tr>
<tr>
<td>B</td>
<td>Training Quality</td>
</tr>
</tbody>
</table>
| A. | Service Provider to the users. Feedback given by the trainees on the trainer should be 5 or more (on a scale of 10) given by the Implementation Agency to the users. levels, Implementation Agency shall  
1) Pay a penalty of Rs. 25,000 if average feedback rating from the participants is less than 5 for a particular training program at a particular Batch and repeat that training till the average feedback rating is 5 |

| B) Operation Level SLAs | The penalties for Operational Level SLAs shall be capped to a maximum of 40% of the total payout to IA for that particular Quarter. |

| A. | Application service availability at DC and DR | The availability of all Application module services over internet / intranet / VPN should be greater than 99.75% in a month excluding the scheduled maintenance time. Analysis of event logs performed through use of automated tools. IA shall ensure that all relevant events are logged and such logs are made accessible to department appointed agency for review / report through automated tools. End to end loop back mechanisms must be established for checking the availability of |

| Slab1: Application availability - 97.75 % to 99.75% Slab 2: Application availability – below 97.75% Penalty - Slab 1: For every 0.25% degradation in the uptime there will be a penalty of 1% of the Invoiced amount for that Quarter Slab 2: For every 0.25% degradation in the uptime there will be a penalty of 2% of the Invoiced amount |
| B | Application Response Time | The average application response time for users (time taken for loading of a page) should not exceed 4. 5 Sec for home page 5. 5 sec for forms and user query 6. 5 sec for reports. (This does not include the transactions where the upload of documents are involved) | Application response time will be measured on the basis of automated reports at Client terminal operating on 2MBPS line The data should be captured through automated tools at least 1 hour during the business hours. Data during business hours can only be used for calculations of average response time. Any scheduled downtime should not be included in the calculation of application response time. Slab 1: Average Response Time between 5 seconds and 10 seconds for home page, forms, user query and reports. Slab 2: Average Response Time between 10 seconds and 15 seconds for home page, forms, user query and reports. Slab 3: Average Response Time above 15 seconds for home page, forms, user query and reports. **Penalty** Slab 1: 1% of the Invoiced amount for that Quarter Slab 2: 2% of Invoiced amount for that Quarter |
### Help desk Response time:

- **All the queries resolution times are applicable during business hours only.**
- **Resolution time:** Within 4 working hours
- **Defined as Time in which a complaint / query is resolved after it is reported to Support team**

### Resolution time Slabs:

- **Slab 1:** 4 to 8 working hours
- **Slab 2:** 8 to 16 working hours
- **Slab 3:** More than 16 working hours

### Penalty

- **Slab 1:** 1% of the Invoiced amount for that Quarter
- **Slab 2:** 2% of Invoiced amount for that Quarter
- **Slab 3:** 5% of the Invoiced amount for that Quarter

### Manpower SLA

- **Absence without prior approval**
- **Number of days absent**

### Penalty

- 5% of the proposed cost per resource per month for every one day of absence.

### Implementation Plan

Refer the timelines mentioned in the RFP Section 9.3 Implementation Timelines
57. Liquidated damages

If the IA fails to deliver any or all of the goods or perform the services within the time period(s) specified in the Contract, purchaser, Govt., of Telangana/., shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to, as per the terms indicated in the bid document, until actual delivery or performance, subject to maximum limit. Once the maximum is reached, the purchaser, /Govt., of Telangana., may consider termination of the contract.

58. Force majeure

1. The Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2. For purposes of this clause, “Force Majeure” means an event beyond the control of the Vendor and not involving the IA’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser, Government of Telangana., in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3. If a Force Majeure situation arises, the Vendor shall promptly notify the purchaser, /Govt., of Telangana., in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser,/ Govt., of Telangana., in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

59. Resolution of disputes

1. The Purchaser/ Govt. of Telangana., and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

2. If, after thirty (30) days from the commencement of such informal negotiations, the purchaser/ Govt., of Telangana., and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.

3. The dispute resolution mechanism shall be as follows:

   a. In case of a dispute or difference arising between the Purchaser/ Govt., of Telangana/., and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996.

   b. In case of any dispute arises between the parties with regard to any of the terms of the contract, an Arbitrator may be appointed as per the Arbitration and Conciliation Act, 1996, and that both parties may appoint a Consent Arbitrator and in case if the same is not done, then the Arbitrator may be appoint by an Order of the Court.
4. The Jurisdiction: The place of Arbitration shall be at Hyderabad only.

60. Taxes and duties
The vendor shall be entirely responsible for all taxes “any other future taxes as per the then prevailing laws established by the Govt., or Statute” duties, license fee Octroi, road permits etc. incurred until delivery of the contracted Goods/services at the site of the user or as per the terms of tender document if specifically mentioned.

IN WITNESS WHEREOF the Purchaser and the IA have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Purchaser  
Signed: ____________________________________________  

in the capacity of **ITE&C Department, Govt., of Telangana.**  
in the presence of _________________________________

For and on behalf of the IA  
Signed: ____________________________________________  

in the capacity of ________________________ M/s. XXXXXXXXX  
in the presence of _________________________________
Annexure II: Services List (Indicative)

Services list is attached as a separate document “Annexure II.pdf”

Annexure III: Block Chain Technology

What Is Blockchain

A blockchain is a system for maintaining distributed ledgers in a way that allows organizations who don’t fully trust each other to agree on the updates to the ledger using peer-to-peer protocols rather than a central 3rdparty or an offline reconciliation process.

Blockchain: Distributed Ledger Technology

- Maintains distributed ledger of facts (world state) and history of their updates (blockchain or distributed ledger)
- Changes to the world state data are triggered by transactions proposed by external parties through clients
- When triggered by transactions blockchain participants execute business logic (called smart contracts) and follow consensus protocols to verify results (a.k.a write sets)
- When consensus is reached under network’s rules, participants batch and store results as cryptographically secured, immutable datablocks appended to the ledger

- **Data is directly shared** across boundaries of trust, without requiring a centralized intermediary or complex data transfer and reconciliation processes.
  - Data store can be directly shared by multiple organizations
  - Every node in a blockchain independently verifies and processes every transaction. A node can do this because it has full visibility into the current “state of the world” – the values in the data store, and the updates requested by proposed transactions, which are also digitally signed to prove their origin
- **Replicated data controlled** by multiple organizations
  - No single point of failure
  - No single point of control (no single SYSDBA) or potential for compromise
- **Near real-time** - Multiple writers whose transactions are ordered the same way across the nodes
Blockchain-powered transactions and data are extremely fault tolerant due to built-in redundancy.

- Avoiding intermediaries and reconciliation processes may result in faster updates as there is no need to wait for a central clearing house or overnight batch processing

- **Tamper-proof** - Records not just latest data, but maintains the history of all changes

- **High Scalability and Resilience**
  - Better throughput
  - Focus on parallelization, sharding, HA and recoverability, faster consensus, other optimizations

- **Greater Privacy/Confidentiality**
  - Focus on confidentiality domains, role-based granular authorizations, data encryption

- **Simple Operations and Integration**
  - Need to simplify provisioning and management, on-boarding ecosystem participants
  - Focus on managed cloud service and simpler integration APIs for new and existing applications

- **Smart-contracts**
  - Focus on more suitable functional languages and human-readable smart contracts using templates/declarative tools to define then generate smart contracts

**Applicability in Land Records**

Blockchain is one of the fast emerging technologies finding possible uses in multiple areas beyond bitcoins. One of the most promising areas of application is Land Records, which can serve as a basis for more reliable, secure, cheaper and more efficient land registry establishing a clear line of ownership.

Some of the possible use cases where BCT can be leveraged including but not limited to are Mutation, Registration – Smart Contracts, Direct Benefit scheme implementation, Bank financing on Land assets etc..

Some of the possible Benefits of Blockchain may be:

1. Better Governance
2. Better Storage management
3. Protection of IP
4. Better identity management
5. Better Data Management
6. Faster communication
7. Better forecasting
8. Security
9. Validity
10. Transparency

**Annexure IV: Existing Database Details**

Existing Database details are attached as a separate document “Annexure IV.xls”