

# No.B.12013/1/23-LMC (Estt)

#### **LUNGLEI MUNICIPAL COUNCIL**

Convention Centre, Lunglei - 796701:

Dated Lunglei, the 30th of May,2025

### CONTRACT AGREEMENT

This Contract Agreement is made on 30<sup>th</sup> May, 2025 by and between: Lunglei Municipal Council, having its registered office at Chanmari, Lunglei, Mizoram- 796001, hereinafter referred to as "LMC," (which expression shall unless repugnant to the context include its successors and permitted assignments) of the SECOND PART.

#### And

Lailen Consulting Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its registered office at T-111, First Floor, Tuikhuahtlang Rd, Aizawl, Mizoram- 796001, hereinafter referred to as "Lailen," (which expression shall unless repugnant to the context include its successors and permitted assigns) of the FIRST PART,

#### Whereas:

- LMC has hired Lailen based in the Guidelines for selection of the project "Design and development of Property Tax Management System" within their municipality, aimed at optimizing property tax assessment, collection and management.
- Lailen submitted its response to the aforesaid tender whereby Lailen represented to LMC that it had the required skill sets to carry out the Project.

- 3. In the said response to the RFP, Lailen also agreed to provide the service to LMC on the terms and conditions set forth in this Contract Agreement; and
- Lailen accepted the award of the Project vide its Letter of Acceptance No. No.B.12013/2/25- LMC (Estt) of Dt.30.05.2025; and
- 5. In pursuance of the RFP, LMC and Lailen have decided to enter into this Agreement on the terms and conditions mutually agreed and stipulated hereinafter.

Now, therefore, the parties agree as follows:

## 1. Objective and Purpose:

A. P. C. S.

This Contract Agreement outlines the terms and conditions under which Lailen will execute the development of "Property Tax Management System" within LMC, aimed to optimize property tax assessment, collection and management.

# 2. Scope of Work:

The scope of work includes the comprehensive design, development, deployment and maintenance of a Property Tax Management System which will comprise a mobile application for surveyors, a robust backend for administrative control and a web-based frontend for public access.

# 2.1. Surveyor Mobile Solution (iOS & Android):

- a) Property Details Acquisition: Systematically gathering and recording detailed information about property, including ownership, size, location and other essential attributes ensuring accurate and up-to-date data for effective property management and analysis.
- b) Image Documentation: Empowering surveyors to capture and upload high-quality images of properties, ensuring precise visual documentation and enhancing the accuracy and reliability of property records for further analysis and reference.

- Top 1
- c) Geolocation Services: Utilization of smart phone's GPS technology to accurately map property locations by capturing precise latitude and longitude coordinates for reliable geospatial data to enhance property tracking and analysis.
- d) Enhanced Login Security: Implementing a robust authentication system to guarantee secure access for surveyors. By utilizing one-time password (OTP) verification, the system ensures that only authorized personnel can log in and access sensitive data.

### 2.2. Backend System:

- i. Property Information Input Module: Facilitation of efficient addition, editing and management of property records, with the added capability of integrating photo documentation for ensuring accurate and organizing property information, also enhancing the overall data management process.
- ii. Geographical and Tax Zone Oversight: Efficiently managing and categorizing properties based on locality, ward and tax zone classifications to ensure accurate alignment of properties with relevant administrative and tax regulations.
- iii. Tax Assessment Module: Automatically calculating property tax in accordance with The Mizoram Municipalities (Property Tax) Management Rules, 2014 for ensuring accurate and consistent tax assessments, streamlining the tax computation process for properties within the specified regulations.

- iv. Property Taxation Services: Efficiently monitoring and managing property tax dues, payments, arrears and penalties while maintaining a comprehensive history of property tax records to ensure timely tax compliance and provides detailed insights into financial status of each property.
  - v. Notification Management System: Sending timely alerts and reminders for upcoming due dates, pending payments and important updates to ensure that all stakeholders remain informed and proactive in managing property-related tasks and obligations.
- vi. Financial Performance Analysis: Generation of detail and comprehensive reports on tax collections, outstanding dues and overall financial summaries to provide valuable insights into the financial status, enabling efficient decision-making and transparent financial management.

# 2.3. Frontend (Web-Based) Public Portal:

THE PARTY OF THE P

- a. Online Tax Payment: Proving a secure and convenient platform for property owners to make online tax payments for seamless transactions, enhancing ease of payment while maintaining high standards of security.
- **b. OTP-Based Authentication:** Strengthening account security through the implementation of One-Time Password (OTP) verification will ensure that access is granted solely to authorized users and protecting sensitive information from unauthorized access.
- c. Payment History: Accessing and reviewing historical tax payments and transaction records with ease, allowing users track and manage their past financial activities, ensuring transparency and accurate financial records.

- d. Bill & Receipt Generation: Generating and downloading of tax bills and official receipts seamlessly enabling users to obtain accurate documentation of their tax obligations, ensuring proper record-keeping and compliance.
- e. **Penalty & Arrear Payment:** Facilitation of seamless payment for outstanding dues, penalties and arrears to ensure that users can easily settle their financial obligations, promoting timely compliance and efficient account management.
- f. SMS Alerts for Public: Sending timely notification to users regarding payment confirmations, upcoming reminders and applicable penalties through SMS so that users stay informed and prompt in addressing their financial responsibilities.

## 3. Project Duration:

 The entire project shall be completed within two months from the date of issue of Work Order

# 4. Software Development:

Lailen will develop and integrate centralized Property Tax Management System Software, which will have the following capabilities:

The software will be a web-based as well as mobile application that is accessible through web-browsers that aim to optimize property tax assessment, collection and management. A system that will compromise a mobile application for surveyors, a robust backend for administrative control and a web-based front for public access.

# 5. Annual Maintenance Contract (AMC):

- Lailen will offer an Annual Maintenance Contract (AMC) for the components installed as part of the project.
- The Annual Maintenance Contract (AMC) will be valid for a period of 1 year from the date of completion of the project. Any maintenance requirements

beyond the first year will be subject to further reconsideration and negotiation between both parties for renewal and extension of the contract. The cost of the Annual Maintenance Contract (AMC) will be billed at the start of the AMC period.

# 6. Payment Terms:

- LMC hereby agrees to pay Lailen in consideration of the provision according to the Scope of Work outlined hereto to be rendered by LAILEN, the Contract Price or such other sum as may become payable under the provisions of the Contract.
- The fee for the Services is INR 9,50,000.00
- The invoice shall be submitted by LMC according to the schedule of payment from the RFP.
  - a.) 20% of the total contract amount as mobilization fund
  - b.) 75% of the total contract amounts to complete development and handover of the system
  - c.) 5% of the total contract amounts to successful maintenance of the website for one year.

# 7. Confidentiality:

- Both parties agree to maintain the confidentiality of any proprietary information or trade secrets obtained during the project.
- This clause will remain in effect for the remainder of the period after the completion of the project.

# 8. Completion Certificate:

- Upon successful completion of the work as per the scope outlined in this Contract Agreement, LMC will issue a Completion Certificate to Lailen.
- The certificate will serve as formal acknowledgment of the satisfactory completion of the project in accordance with the agreed terms and conditions.

### 9. Arbitration:

The state of the s

● In the event of any dispute or difference between LMC and Lailen, such disputes or differences shall be resolved amicably by mutual consultation. If such a resolution is not possible, then the unresolved dispute or difference shall be referred to the arbitration of the sole arbitrator to be appointed by LMC. The venue for such arbitration shall be at Aizawl or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"). The cost of the arbitration shall be shared equally by the Government of Mizoram and Lailen to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

### 10. Force Majeure:

- Neither LMC or Lailen will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to war or hostility, act of the public enemy, civic commotion, sabotage, explosion, epidemic, quarantine restriction. Acts of God, Governmental restrictions or instructions or natural calamities. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such party agents or employees, nor (ii) any event which party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.
- If a Force Majeure situation arises, **Lailen** is required to promptly notify **LMC** in writing of such condition and the cause thereof within a period of three (3) working days from the date of happening of such an event requiring invocation of this Force Majeure clause. Upon receipt of such

notice, all obligations under this Contract Agreement shall be immediately suspended for the period of such Force Majeure event.

# 10. Termination:

**LMC** may terminate the Contract Agreement in case of the occurrence of any of the events specified below.

- If Lailen becomes insolvent or goes into compulsory liquidation
- If Lailen, in the judgement of LMC has engaged in corrupt or fraudulent practices in competing of or in executing this Contract Agreement
- If Lailen submits to LMC, a false statement which has a material effect on the rights, obligations or interests of the Government of Mizoram.
- If Lailen places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to LMC.
- If Lailen fails to provide the quality services as envisaged under this Contract Agreement. Reasons for the same would be recorded in writing.
- In case of such an occurrence LMC shall give a written advance notice of one week before terminating the Contract Agreement.

### 11. Amendments:

 Any amendments to this Contract Agreement shall be made in writing and signed by both parties to be considered valid

In Witness Whereof, the parties hereto have caused this Contract Agreement to be executed by their duly authorized representatives on the date mentioned above.

# For Lunglei Municipal Council:

Name: DONNY LALRUATSANGA

Designation: Chief Executive Officer

Signature

Date: 30.05.25

Chief Executive Officer Lunglei Municipal Council Lunglei

Witness I

Name: ZORAMDINI

Secretary LMG

Signature:

Date: 30.05.25

Secretary Lunglei Municipal Council Lunglei

For Lailen Consulting Pvt. Ltd:

Name C LALNUNTHARA

Designation: Marketing Executive

Signature\_

Date: 30.05.25



Witness II

Name: B. MALSAWMDAWNGZUALA

Signature\_

Date: 30.05.25