

**Work orders issued to concerned agency for the  
development of e-governance**



तेजपुर विश्वविद्यालय / TEZPUR UNIVERSITY  
(केंद्रीय विश्वविद्यालय / A Central University)  
कुल सचिव का कार्यालय / OFFICE OF THE REGISTRAR  
तेजपुर-784028 :: असम / TEZPUR-784028 :: ASSAM

Ref: TU/11-43/Pur/Admin/2019-20/433

Date: 02.05.19

To,  
Mr. Ratul Baishya,  
YROS Software,  
Howly Town, Ward No. 2.  
Howly, Assam.

Sub: Developing of Online Web-Based Software.  
Ref: Your Offer dated 24.04.2019.

Sir,

You are requested kindly to develop the software as per details mentioned below required for the IQAC, Tezpur University.

Sl. No.	Particulars	Estimate Men Hours	Rate per hour (in ₹.)	Amount (in ₹.)
1	Requirement Analysis	60	1000.00	60000.00
2	Data Base Design	360	1000.00	360000.00
	GUI Design			
	Business Logic Implementation			
	Report Generation			
3	Testing	120	1000.00	120000.00
Total ₹				540000.00
Less: 90% Discount ₹				486000.00
Grand Total ₹				54000.00
				(Rupees Fifty-Four Thousand) only.

**Terms & Conditions:**

1. The job must be done within 30 days.
2. Free Technical Support for s duration of 360 days.
3. Printable version of reference manual must be provided.
4. Training Must be provided if required.
5. Payment after Delivery/Activation of the software.

Thanking You

Yours Sincerely

*Upant m*  
02/05/19  
Assistant Registrar (GA)  
Tezpur University.

Memo No. TU/11-43/Pur/Admin/2018-19/433

Copy for information to:

1. Finance Officer with reference to financial sanction No. TU/Fin/R/19 20/8 dated 08.04.2019.
2. Director, IQAC, Tezpur University.
3. Order File.

*Upant m*  
02/05/19  
Assistant Registrar (GA)

Date: 02.05.19

# TEZPUR UNIVERSITY

(A Central University)

Napaam, Tezpur-784028, Assam, India

e-mail-admn@tezu.enet.in

Phone:03712-267007-9(3 lines)

Fax-03712-267005,267006

TU/11-36/Pur/Misc/2019-20/6110

Dt.- 11/03/2020

M/s YROS Software,  
Shaheed M.B. Path, Howly,  
Ward 2, Assam-78136,INDIA

Sub: Upgradation of online CAS system.

Ref: Your quotation dtd-13/02/20.

Sir,

With reference to the above, you are requested to upgrade the existing online CAS(Career Advancement Scheme) software of Tezpur University as per following details.

Phase	Estimated men hours	Cost(Rs)/hour	Estimated cost(Rs)
Requirement analysis	60	1000.00	60,000.00
Data base design	360	1000.00	3,60,000.00
GUI design			
Business logic implementation			
Report generation			
Testing	120	1000.00	1,20,000.00
Total	540	1000.00	5,40,000.00
Discount			3,44,000.00
Net cost			1,96,000.00(Incl GST)

(One lakh Ninety six thousand only)

The following will be included after the upgradation

- Yearly PBAS submission
- Facilitate online submission of CAS/PBAS from the non-teaching staff.
- Automatic CAS application generation based on submitted PBAS applications during an assessment period

#### Terms and conditions

- Upgradation to be completed before 31<sup>st</sup> March, 2020.
- Payment after completion of work.
- Required upgrade modification to be supported for 01 year after implementation.

(H. Saikia)

Jt. Registrar (GA)

Copy to: 1) Finance Officer for information (Snct no.-TU/Fin/San/2019-20/597,dt-05/03/20).

2) Director, IQAC for information .

3) Concerned file.

Jt. Registrar(GA)

Joint Registrar

Tezpur University, Tezpur


# OFFICE OF THE FINANCE OFFICER

## CONCURRENCE ORDER

1. **Budget & Finance Concurrence** is hereby accorded with the approval of the Vice-Chancellor on 03-03-2020 for ₹ 1,96,000.00 (**Rupees One Lakh Ninety Six Thousand only**) on the recommendation of the Local Purchase Committee, for upgradation of Online CAS/PBAS software through YROS Software.
2. The approval is issued against the proposal dated 01-01-2020, from the Director, IQAC.
3. A copy of the same has been recorded in the file TU/Fin/San/2019-20.
4. The amount is debitible under the following Head of Account from the budget provision made in the year 2019-20.

Part :	Non-Recurring
Major Head :	Creation of Capital Assets
Sub-Head :	Other Infrastructure (Software)

5. The above concurrence is *valid up to 31-03-2020 only*.
6. All the required formalities have to be followed as per **GFRs 2017/CVC** guidelines.
7. Payment will be made subject to availability of fund.


  
Deputy Registrar (Finance)

05-03-2020

Memo No. **TU/Fin/San/2019-20/ 597**

Copy to:

- ✓ 1. Director, IQAC
2. Concerned file.

  
Deputy Registrar (Finance)

05-03-2020

Issue No. 15897  
o/c

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Date of Receipt  
Receipt No. 1506/1  
02/05/19

ORIGINAL FOR RECIPIENT

**TAX INVOICE**



INVOICE NO : 14GST/19-20/5320  
 DATE OF ISSUE: 30/04/2019  
 BMG Informatics Pvt. Ltd.  
 Disha Enclave 1st Floor Arunadoy Path Christianbasti  
 Guwahati - 781005 Assam  
 GSTIN : 18AADCB2203Q3ZL PAN : AACDB2203Q  
 STATE : Assam State Code: 18  
 P. O. No. & Date.: TU/11-42/Pur/Library/2018-19/5115  
 Date.: 13/03/2019

RECEIVER (BILL TO)

CONSIGNEE (DELIVERED TO)

The Assistant Registrar (GA)  
 Tezpur University  
 Napaam, Tezpur- 784028  
 Assam  
 State : Assam State Code : 18

Central Library  
 Tezpur University  
 Napaam, Tezpur- 784028  
 Assam  
 State : Assam State Code : 18

GSTIN/ Unique Id : 18AAAJT2654F1Z1

GSTIN/ Unique Id : 18AAAJT2654F1Z1

Sl. No.	HSN/ SAC	Name of Goods or/and Services Supplied	UOM	QTY	UNIT Rate	VALUE	SGST		CGST		IGST		TOTAL VALUE
							Rate	Amount	Rate	Amount	Rate	Amount	
1	8471	Single Processor Rack Server- Type-2 Make: DELL Model: Power Edge R540	No.	1	307697.74	307697.74	2.5%	7692.44	2.5%	7692.44	0%	0	323082.63
TOTAL				1		307697.74		7692.44		7692.44			323082.63

Note : GST Charged @ 5% as per your P.O. and as per CGST Notification No.45/2017 - Central Tax (Rate) & IGST Notification No.47/2017 Integarated tax (Rate) Dt.14/11/17. Certificate to be provide by Tezpur University

Total Amount before tax GST (SGST/CGST/IGST) 307697.74  
 Total Amount Payable inclusive of GST tax (SGST/CGST/IGST) 323082.63  
 R/O (+) 0.37  
 Net Receivable 323083.00

Receivable amount in words : Rupees Three Lakhs Twenty Three Thousand Eighty Three Only. for BMG Informatics Pvt. Ltd.

Payment may please be made through RTGS/ NEFT at the following details:  
 Name of Account: BMG Informatics Pvt. Ltd.  
 Name of the Bank: State Bank of India, Gitanagar Branch  
 Account No.: 30778059149 Bank Code: 07202  
 Account Type: Current Account  
 IFSC Code: SBIN0007202



CIN NO : U72200AS2007PTC008456

Information  
 At check & certify  
 M M  
 13/05/19

checked and  
 successfully installed  
 at Computer Center  
 13/05/19

15/05/19  
 S. SAHOO  
 INFO. SCIENTIST  
 TEZPUR UNIVERSITY



# तेजपुर विश्वविद्यालय / TEZPUR UNIVERSITY

(संसद के अधिनियम द्वारा स्थापित केंद्रीय विश्वविद्यालय)

(A Central University established by an Act of Parliament)

कुल सचिव का कार्यालय/ OFFICE OF THE REGISTRAR

तेजपुर - 784028 :: असम / TEZPUR - 784028 :: ASSAM

No. TU/11-43/Pur/Admin/2014/ 2000 - A

Dated: 25/08/2014

From : Dr. Biren Das,  
Registrar

To : M/s Webcom India Pvt Ltd.  
191 Maniram Dewan Road,  
Chandmari, Guwahati 03

Subject : Work Order for "Development and Implementation of a Customized Accounting Software for MIS and Accounts Management System".

Ref: Your Quotation Q-14/9 dated 21.05.14 and the subsequent presentation and negotiation.

Madam / Sir,

With reference to the subject cited above, Tezpur University is pleased to place the Work Order on you for the above mentioned work. The allotment of work is subject to the following terms and conditions.

- 1. Contract Value:** The value of this contract is Rs. 11,00,000/- (Rupees Eleven lac only) inclusive of all taxes.
- 2. Scope of Work:** The scope of work shall be as per the provisions laid in the Tender Notice for Development and Implementation of a customized Accounting Software for MIS and Accounts Management System vide notification TU/11-24/Pur/Qtn/2014/305 dated:- 24.04.2014.
- 3. Commencement of Work:** The contractor is to report to the Finance Officer, Tezpur University and start commencement of this work within 10 (ten) days of issuance of this Work Order, failing which the same shall stand cancelled automatically.
- 4. Time of Completion:** The time of completion of this work shall be 27 (twenty seven) weeks from the date of commencement or 28<sup>th</sup> February, 2015, whichever is earlier, without fail.
- 5. Payment:** The payment shall be as per the following schedule:
  - a) 20% on completion of scope study
  - b) 80% on go live and commissioning

6. **Warranty:** The warranty shall be for a period of 2 (two) years from the date of commissioning of the project.

7. **AMC:** The cost of AMC shall be 10% of the total cost of the software solution (excl. taxes) and the term shall start after completion of the warranty period.

8. **Agreement:** You are required to execute an Agreement with Tezpur University on Non-Judicial Stamp Paper of Rs. 10/- and sign the same **within 10 (ten) days** from the date of issue of this Work Order.

9. **Other Terms and Conditions:** All the standard terms and conditions as applicable for a valid contract shall also hold good for this contract. These terms and conditions shall be a part of the Contract Agreement and will be given to you while executing the agreement. The tender conditions shall also be part of the Contract Agreement.

10. **Cancellation of Contract:** Clauses envisaged in the General & Special conditions of Contract in respect of cancellation of the contract in full or in part shall be applicable.

You are advised to acknowledge and return the **Duplicate Copy** of this Work Order **duly signed** with date as a token of your acceptance of the offer **within 7 (seven) days** from the date of issue of this Work Order, failing which the same shall automatically stand withdrawn.

Yours faithfully,

Enclosure: Duplicate copy of Work Order

  
Registrar

No. TU/11-43/Pur/Admin/2014/2000-A

Copy to:

1. The Secretary to the Vice Chancellor for kind information of the Vice Chancellor. This has reference to his approval dated 08/08/2014
2. The Finance Officer, TU, for information. He is requested to assign a responsible officer for coordination during the software installation process.
3. Deputy Registrar (GA), for information
4. Prof Nityananda Sarma, Chairman, Evaluation Committee for Accounting Software Tenders, & Head, Computer Center, Tezpur University, for information. He is requested to assign a responsible official for coordination during the software installation process.
5. Concerned file.

  
Registrar

No.TU/Estate/13-3/Misc/

Date :

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OFFICE ORDER

As the current version of Guest House Monitoring System was installed two years back and the volume of data has also increased during the last two years, there is a need for upgradation of the software and there is need for addition of various requirements. Sri Rituraj Borgohain, C/o- Lakshyahira Borgohain, Dorikapar, Sivasingha Nagar, Namtial Pothar, Sivasagar-785640, who developed the software which is successfully running at present, is requested to prepare the 2<sup>nd</sup> developed version with more features.

An amount of Rs. 1,10,000/- will be paid to Sri Borgohain in three annual instalments of Rs. 50,000/-, Rs. 30,000/- and Rs. 30,000/- payable at the beginning of first year, second year and third year respectively. The upgraded version of the Guest House Monitoring System will be installed from 01 April 2018 and Sri Borgohain will maintain the software till March 31, 2021 with the said payment structure.

During the period, the developer will responsible for removal of defects / solving problems arising out of the use of the software programs.

Issued as per recommendation of the Guest House Management Committee and approval of the competent authority.

  
Joint Registrar (GA)  
Tezpur University

Copy to :

1. The Registrar, Tezpur University
2. The Chairman, Guest House Management Committee, Tezpur University.
3. The Finance Officer, Tezpur University.
4. The Internal Audit Officer, Tezpur University.
5. The i/c Guest House, Tezpur University.
6. Sri Rituraj Borgohain, C/o- Lakshyahira Borgohain, Dorikapar, Sivasingha Nagar, Namtial Pothar, Sivasagar-785640

  
Joint Registrar (GA)

**Contract papers of the concerned agency for the  
development of e-governance**

<p><b>Organisation Details</b></p> <p>Type: Statutory bodies          Ministry: Ministry of Human Resource Development          Department: Department of Higher Education          Organisation Name: Tezpur University          Office Zone: Tezpur</p>	<p><b>Buyer Details</b></p> <p>Designation: Section Officer SNP          Contact No.: 03712-273114-3114          Email ID: buycon36.tu.as@gembuyer.in          GSTIN: 18AAAJT2654F1Z1          Address: Post Office - Napaam,          SONITPUR, ASSAM-784028, India</p>
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<p><b>Financial Approval Detail</b></p> <p>IFD Concurrence: No          Designation of Administrative Approval: DEPUTY REGISTRAR(FINANCE)          Designation of Financial Approval: FINANCE OFFICER</p>	<p><b>Paying Authority Details</b></p> <p>Payment Mode: Offline          Designation: Deputy Registrar Finance1          Email ID: pay1.tezuv.assam@gembuyer.in          GSTIN: 18AAAJT2654F1Z1          Address: Post Office - Napaam,          SONITPUR, ASSAM-784028, India</p>
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<b>Consignee Details</b>		
S.No	Consignee Name & Address	Service Description
1	Contact: 03712-273114-3114 Email ID: buycon36.tu.as@gembuyer.in Address: Post Office - Napaam, SONITPUR, ASSAM-784028, India	Application Development and Maintenance Resource Hiring Services

<b>Service Provider Details</b>	
GeM Seller ID:	8AB4200001349355
Company Name:	YROS Software
Contact No.:	07896922693
Email ID:	rambaishyafromhowly@gmail.com
Address:	house no 32,Shaheed MB Path Howly,Howly,Howly, Barpeta, ASSAM-781316, -
MSME verified:	No
GSTIN:	NA

\*GST / Tax invoice to be raised in the name of - Buyer

<b>Service Details</b>
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**Contract Start Date :** 20-Jan-2021 **Contract End Date :** 18-Jun-2021

Service	Quantity (Number of Resources)	Unit Price Monthly Cost to Buyer (Inclusive of all charges in INR)	Total Amount (Formula) ((Monthly Cost to Buyer (Inclusive of all charges in INR)*Number of Resources)*Contract Period/30)
<p><b><u>Application Development and Maintenance Resource Hiring Services</u></b>            Billing Cycle : weekly            Category Name : Application Development and Maintenance Resource Hiring Services            Details of Technology/Platform/Language/functional knowledge of resource : JQuery/JavaScript, HTML5/CSS            Roles : Web Developer            Qualification Stream : MCA            Technology Background of the Resource : Open Source            Certifications : others            Relevant Experience in years : 1-3            Deployment of Resource : Onsite            Buyer Parameter &amp; Add-ons :</p>	1	25,000	125,000
<b>Total Amount Including All Duties and Taxes in INR</b>			125,000

# SLA Details - Application Development and Maintenance Resource Hiring Services

## Application Development and Maintenance Resource Hiring Services

**PREAMBLE** :All Application Development and Maintenance Resource Hiring Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Goods and Services;
  2. Service Specific STC of Application Development and Maintenance Resource Hiring Services- as defined in Service Catalogue which includes SLA for the Service or Service for a particular product;
  3. BID / Reverse Auction specific ATC
1. Operation of The above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however Service Specific STC prevails or supersede over the GTC.
  2. The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.
  3. This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

**Agreement Overview** :This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Application Development and Maintenance Resource Hiring Service Provider. The purpose of this agreement is to facilitate implementation Application Development and Maintenance Resource Hiring Services at the Buyer's premises. The Service Provider would provide the required equipment (if any) and personnel for the mentioned shifts as per the requirements of the buyer. This Agreement outlines the scope of work, Stakeholder's obligation and Terms and Conditions of all services covered as they are mutually understood by the stakeholders.

### Stakeholders

The main stakeholders associated with this SLA are:

- 1) Service Provider(s)/Service Provider
- 2) Buyer
- 3) Paying Authority

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA.

### Objective And Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of service to buyer by service provider. The goals of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities
- Present a clear, concise and measurable description of service provision to the customer
- Establish Terms and Conditions for all the involved stakeholders
- To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons

### Service Scope

#### Introduction

The scope of "Application Development and Maintenance Resource Hiring Services" is to provide specified number of Application Development and Maintenance Resource Hiring Services resources with requisite and prescribed qualifications and experience, to function and perform as per agreed terms and conditions.

Based on a performance based approach for engaging the Service Provider to deploy Professional resources, on a man month basis,

Buyer shall provide all details and information needed on line and use appropriate filters enabled on line for this service.

An indicative list of activities that resources of Service Providers will be required to undertake are as follows:

1. Design and Development of application S/W.
2. Rollout Management
3. Database Management.
4. Technical or Business Documentation.
5. Test case preparation and testing of the application software.
6. Training of users
7. Carry out maintenance, feature up-gradation and support of application software post completion of project.
8. Bug fixing and implementation support to end users.

9. Project/Program Management
10. Architecture of the solution

- (a) The performance and discipline of the resources provided by the bidder should be ensured by the Service Provider.
- (b) Regular progress reporting and review of the same with the concerned Project coordinator will be an integral part of the responsibility of the Service Provider.
- (c) Timely production of quality output will be an overarching responsibility of the Service Provider.
- (d) The Project plan including scope of work, job requirements, time lines and resource requirements shall be finalised by the concerned Buyer Department. These resources shall be engaged as per the requirements of the project.

#### **Broad Scope :**

Broad scope of the Service is as follows:

**Capacity building** aimed at enhancing overall output and efficiency of the Organisation and its resources, would include activities like design and customization of training modules to actual conduct of Training, certifying Master trainers, bundle a Product(s) offer with onsite training /skilling support, Core Sectoral Skilling and its upgradation.

**Project Management** would cover all or any activity including initiating, planning, executing, controlling, and closing the work of the Project (its team) to achieve specific goals and meet specific success criteria at the specified time. Setting up of a PMU, its operations (including Sourcing) and Management to deliver on agreed outcomes and performance will be central to this Service.

**Programme Management** where multiple projects would be involved would focus on supporting the Owner (Buyer) in Supervision , Monitoring and Review of Project(s) implementation.

**Consultancy/Advisory** provided for conceptualizing, designing including taking up Proof Of Concept (PoC) exercise across products and sectors. Such advisory would include Pre and Post implementation analysis and assessment of Projects, Draft documents like Vision, Strategy, Approach, DPRs etc.

**Project Implementation** refers actual implementation including assaying SI role in IT leveraged Projects will be covered under this track. Typically would involve setting up of an onsite Project team and its management to deliver on agreed outcomes and performance.

**Operations and Support** refers to services that entities provide to users of technology products or services. In general, Operations and Support provide help regarding specific problems with a product or service, rather than providing training, provision or customization of product, or other support services. Operations and Support may be delivered over by phone, e-mail, live support software on a website, or other tool where users can log an incident.

#### **Buyer's Obligations**

1. Except as expressly otherwise provided, the Buyer shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services are to be provided required to enable Service Provider's employees to perform and deliver as per agreed Terms and Conditions .
2. The Buyer shall notify the Service Provider of any dishonest, wrongful or negligent acts or omissions of the Service Provider 's employees or agents in connection with the Services as soon as possible after the Buyer becomes aware of them.
3. The Buyer shall not be under any obligation for providing empanelment to any of the personnel of the Service Provider after the expiry of the contract. The Buyer does not recognise any employee employer's relationship with any of the workers of the Service Provider.

#### **Service Provider's Obligations**

1. A Service Provider would be required to provide sufficient and qualified manpower for further selection/replacement, capable of supporting the functioning of the project/department in a manner agreed with the Buyer. The services shall be rendered on a monthly, quarterly and yearly basis, as per the requirements of the Buyer.
2. The Service Provider shall provide Manpower Services at Buyer's premises as per Schedule of Work / Requirements which may be amended from time to time by the Buyer during the Contractual period and it shall always form part and parcel of the Contract. The Service Provider shall abide by such assignments as provided by the Buyer from time to time.
3. The Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
4. The Service Provider shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.
5. The Service Provider shall issue identity cards / identification documents to all its employees who will be instructed by the Service Provider to display the same.
6. The personnel of the Service Provider shall not be the employees of the Buyer and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Service Provider shall make them known about this position in writing before deployment under this agreement.
7. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Buyer.
8. It is the responsibility of the Service Provider to provide manpower for the above listed work. The manpower has to be segregated, based on their years of experience.

1. The responsibility of effective and efficient delivery would rest with the Service Provider. Thus, the education qualifications and experience of the manpower deployed would be left to the subjugation of the Service Provider, subject to them meeting the minimum qualifying criteria.
  2. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the Service Provider.
- The police verification, character and antecedent's verification of the employees is the whole and sole responsibility of the Service Provider. The same may be verified by the Buyer at the time of joining of the employees, if he/she so desires.
1. The Service Provider shall ensure the following in respect of his employees-
    2. The working hours and days of the outsourced employees will be as per the existing applicable rules of the respective Central/State Government organisations. However, they have to work on holidays, if necessary and required based on demand of work.
    3. In an event of deployed personnel availing leave, and if required by buyer suitable substitute(s) shall be provided by service provider as per mutual understanding with buyer.
- Consequent to poor performance of deployed manpower, service provider shall immediately replace the deployed manpower thereby maintaining service levels and continuity.
1. Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between buyer and seller prior to deployment of manpower.
  2. The attendance of the employees will be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
  3. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

#### **Special Terms and Conditions of the Service**

1. The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the Buyer.
2. The Service Provider should have a legal status, whether it will be a registered Proprietorship Firm/Partnership Firm/Company under Companies Act having legal entity having all statutory licenses/registration for carrying out such activity as well has had registration for income tax.
3. The Service Provider shall ensure that all the relevant licenses / registrations / permissions which may be required for providing the services are valid during the entire period of the contract; failing so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
4. In case of services hired on annual basis and 5 working days, the employees will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the employees will be entitled to 15 days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the buyer in the billed amount if no replacement is provided.
5. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.
6. The Buyer or its representative shall have the right to inspect and/or to test the services/Solution/Technology to check their conformity to the contract specifications at no extra cost to the Buyer.
7. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider. The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer's department would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider.
8. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
9. The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer, emergencies, exempted.
10. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
11. The Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.
12. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer Department.
13. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

15. **Debarment:** All Government entities should follow the following debarment rules, prescribed in GFR, 2017.

(i) A bidder shall be debarred if he has been convicted of an offence-

1. under the Prevention of Corruption Act, 1988; or
2. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment."

1. **Quoting of Price on the Portal** : Changes in Government taxes should not be imposed on the vendor by making payment adjustments. The net revenue for the Consultant should remain the same as was factored in during the financial estimation of the project"

1. **Fall Clause** :The BIDDER undertakes that under similar buying conditions, it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was so supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded."

1. **EMD Forfeiture** :The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity.

- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

- In case of seller indulging in corrupt or false practices

1. **Force Majeure** :Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Purchaser as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or Purchaser shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract."

1. **Arbitration : Buyer and the Service Providing Agency will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the contract placed through GeM** .If the parties cannot resolve the Dispute then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court under which Jurisdiction office of the buyer falls. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at the jurisdiction specified above . Any legal dispute will come under the sole jurisdiction specified above .

The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof."

1. **Limitation of Liability:**(a) The liability of Consultant (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the fees and expenses received under this work order. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 22 .

(b) In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.

(c) The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts."

1. **Indemnification:** Consultant (the "Indemnifying Party") undertakes to indemnify (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non infringing equivalent, (iii) modify it to make it non infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

1. **Forfeiture of Performance Bank Guarantee: Forfeiture** of Security Deposit: Security amount in full or part may be forfeited in the following cases:

1. When the terms and conditions of contract is breached/infringed.
2. When contract is being terminated due to non-performance of the Successful Bidder.
3. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Nodal Officer in this regard shall be final."

1. **Termination for default :**

1. a) Without limiting any other rights or remedies the Client may have against the Consultant / service providing agency arising out of or in connection with this Contract, the buyer/ Client may terminate this Contract effective immediately by giving written notice to the SPA/Consultant if: the Consultant breaches a material provision of this Contract where that breach is not capable of remedy; the Consultant breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so; or an event specified in any clause of the contract happens to the SPA/Consultant. Termination of this Contract does not affect any accrued rights or remedies of a party.

#### Confidentiality

The Service Provider shall not use Confidential Information, the name or the logo of Buyer Department except for the purposes of providing the Service as specified under this contract; The Service Provider may only disclose Confidential Information in the following circumstances with the prior written consent of Buyer Department to a member of the Service Provider if she/he is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.

1. The Service Provider shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of Buyer Department.
2. The Service Provider shall notify Buyer Department promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of Buyer Department.

#### Payments

1. The Service Providing Agency shall furnish statement of amount paid for the month to the persons deployed along with cheque number and date and Bank account from which the payment has been made. Service Providing agency is to furnish copy of bank statement in support of amount paid as and when required by Buyer Departments.
2. The payment to the Service Provider will be made on monthly and quarterly basis, depending upon the actual duration of the services rendered as per order.
3. Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider confirms and agrees that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the Service Provider.
4. TA/DA shall be payable directly by the Buyer on production of travel documents in original and approval of appropriate authority of the Buyer for undertaking such travel for the project/assignment.
5. All applicable taxes and duties except GST, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same. The Service Provider shall pay the GST and the price quoted is inclusive.
6. The Service Provider shall ensure payment regularly for the deployed manpower to their entitlements like monthly salaries/wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.

7. In case the submission of monthly bills is delayed by the Service Provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective Service Provider.
8. Escalation towards payment of salaries / wages of the employees shall not be accepted on any ground during the contract period.
9. The Breakup of the components to be provided to the Buyer Department. The Buyer Department will provide Minimum Wage as per the Notification applicable in their area for the category of Resource they want to procure.

The following conditions shall specify breach of contract and buyer shall have right to immediately terminate the contract.

1. Cumulative penalties reach 10% of the contract value
2. Repeated breach of SLAs beyond 3 instances in the entire contractual period shall be treated as breach of contract. Breach of SLA is defined as performance lower than defined lower performance in this agreement.
3. In case of major default on the part of the Service Provider, the Buyer may provide a 24-hour written notice terminating the contract to the Service Provider.

#### Penalties

- Penalties for a specific month / period shall be capped at 10% of bill generated for that particular month / period.
- If any SLA is breached beyond 3 instances in any billing period then same shall be treated as a breach of contract and buyer will have full rights to terminate the contract after giving a notice of 30 days

#### Penalties for Non-Compliance to Service Level Agreement

Penalties will be levied on the service provider for the violation of service level agreement of the contract as mentioned below:

#	Service level agreement	Penalties for non-compliance
1	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, @1% per day of the value of monthly cost and Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.
2	If the employee is found responsible for any theft, loss of material/ articles and damages	Immediate payment in actuals, equivalent to the value of the article theft/lost/damaged. Replacement within 2 day/cancellation of contract as decided by the buyer depending on the gravity of the act.
3	If the employee is found responsible for disobedience/ misconduct	Warning/counselling/Immediate replacement of resource within 2 days as decided by the buyer depending on the gravity of the act
4	If the employee is absent for more than 2 days without informing or taking prior approval.	Substitute within 2 days with equivalent resource failing which, @ 1% per day of the total value (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value
5	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.

## Terms and Conditions

### 1. General Terms and Conditions

**1.1** This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

**1.2 Terms of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

**1.2.1** Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

**1.2.2** A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

**1.3 Delivery period:** The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

**1.4 Performance Security:** If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

**1.5 Taxes and Duties:** Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

**1.6 Octroi Duty and / or other local taxes:** Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

**1.7 Limitation of Liability:** The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

**1.8 Resolution of disputes:** The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

**1.9 Liquidated Damages:** If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

**1.10 Financial Certificate:**

**1.10.1** The expenditure involved for this purpose has received the Sanction of the competent financial authority.

**1.10.2** The funds are available under the proper head in the sanction budget allotment for the concern financial year.

**1.10.3** I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

**1.11** The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

Note: This is system generated file. No signature is required.

<p><b>Organisation Details</b></p> <p>Type: Statutory bodies          Ministry: Ministry of Human Resource Development          Department: Department of Higher Education          Organisation Name: Tezpur University          Office Zone: Tezpur</p>	<p><b>Buyer Details</b></p> <p>Designation: Section Officer SNP          Contact No.: 03712-273114-3114          Email ID: buycon36.tu.as@gembuyer.in          GSTIN: 18AAAJT2654F1Z1          Address: Post Office - Napaam,          SONITPUR, ASSAM-784028, India</p>
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<p><b>Financial Approval Detail</b></p> <p>IFD Concurrence: No          Designation of Administrative Approval: DEPUTY REGISTRAR(FINANCE)          Designation of Financial Approval: FINANCE OFFICER</p>	<p><b>Paying Authority Details</b></p> <p>Payment Mode: Offline          Designation: Deputy Registrar Finance1          Email ID: pay1.tezuv.assam@gembuyer.in          GSTIN: 18AAAJT2654F1Z1          Address: Post Office - Napaam,          SONITPUR, ASSAM-784028, India</p>
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<b>Consignee Details</b>		
S.No	Consignee Name & Address	Service Description
1	Contact: 03712-273114-3114 Email ID: buycon36.tu.as@gembuyer.in Address: Post Office - Napaam, SONITPUR, ASSAM-784028, India	Application Development and Maintenance Resource Hiring Services

<b>Service Provider Details</b>	
GeM Seller ID:	8AB4200001349355
Company Name:	YROS Software
Contact No.:	07896922693
Email ID:	rambaishyafromhowly@gmail.com
Address:	house no 32,Shaheed MB Path Howly,Howly,Howly, Barpeta, ASSAM-781316, -
MSME verified:	No
GSTIN:	NA

\*GST / Tax invoice to be raised in the name of - Buyer

<b>Service Details</b>
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**Contract Start Date :** 20-Jan-2021 **Contract End Date :** 18-Jun-2021

Service	Quantity (Number of Resources)	Unit Price Monthly Cost to Buyer (Inclusive of all charges in INR)	Total Amount (Formula) ((Monthly Cost to Buyer (Inclusive of all charges in INR)*Number of Resources)*Contract Period/30)
<p><b><u>Application Development and Maintenance Resource Hiring Services</u></b>            Billing Cycle : weekly            Category Name : Application Development and Maintenance Resource Hiring Services            Details of Technology/Platform/Language/functional knowledge of resource : JQuery/JavaScript, HTML5/CSS            Certifications : others            Roles : Tester            Deployment of Resource : Onsite            Technology Background of the Resource : Open Source            Relevant Experience in years : 1-3            Qualification Stream : MCA            Buyer Parameter &amp; Add-ons :</p>	1	20,000	100,000
<b>Total Amount Including All Duties and Taxes in INR</b>			100,000

# SLA Details - Application Development and Maintenance Resource Hiring Services

## Application Development and Maintenance Resource Hiring Services

**PREAMBLE** :All Application Development and Maintenance Resource Hiring Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Goods and Services;
  2. Service Specific STC of Application Development and Maintenance Resource Hiring Services- as defined in Service Catalogue which includes SLA for the Service or Service for a particular product;
  3. BID / Reverse Auction specific ATC
1. Operation of The above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however Service Specific STC prevails or supersede over the GTC.
  2. The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.
  3. This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

**Agreement Overview** :This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Application Development and Maintenance Resource Hiring Service Provider. The purpose of this agreement is to facilitate implementation Application Development and Maintenance Resource Hiring Services at the Buyer's premises. The Service Provider would provide the required equipment (if any) and personnel for the mentioned shifts as per the requirements of the buyer. This Agreement outlines the scope of work, Stakeholder's obligation and Terms and Conditions of all services covered as they are mutually understood by the stakeholders.

### Stakeholders

The main stakeholders associated with this SLA are:

- 1) Service Provider(s)/Service Provider
- 2) Buyer
- 3) Paying Authority

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA.

### Objective And Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of service to buyer by service provider. The goals of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities
- Present a clear, concise and measurable description of service provision to the customer
- Establish Terms and Conditions for all the involved stakeholders
- To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons

### Service Scope

#### Introduction

The scope of "Application Development and Maintenance Resource Hiring Services" is to provide specified number of Application Development and Maintenance Resource Hiring Services resources with requisite and prescribed qualifications and experience, to function and perform as per agreed terms and conditions.

Based on a performance based approach for engaging the Service Provider to deploy Professional resources, on a man month basis,

Buyer shall provide all details and information needed on line and use appropriate filters enabled on line for this service.

An indicative list of activities that resources of Service Providers will be required to undertake are as follows:

1. Design and Development of application S/W.
2. Rollout Management
3. Database Management.
4. Technical or Business Documentation.
5. Test case preparation and testing of the application software.
6. Training of users
7. Carry out maintenance, feature up-gradation and support of application software post completion of project.
8. Bug fixing and implementation support to end users.

9. Project/Program Management
10. Architecture of the solution

- (a) The performance and discipline of the resources provided by the bidder should be ensured by the Service Provider.
- (b) Regular progress reporting and review of the same with the concerned Project coordinator will be an integral part of the responsibility of the Service Provider.
- (c) Timely production of quality output will be an overarching responsibility of the Service Provider.
- (d) The Project plan including scope of work, job requirements, time lines and resource requirements shall be finalised by the concerned Buyer Department. These resources shall be engaged as per the requirements of the project.

#### **Broad Scope :**

Broad scope of the Service is as follows:

**Capacity building** aimed at enhancing overall output and efficiency of the Organisation and its resources, would include activities like design and customization of training modules to actual conduct of Training, certifying Master trainers, bundle a Product(s) offer with onsite training /skilling support, Core Sectoral Skilling and its upgradation.

**Project Management** would cover all or any activity including initiating, planning, executing, controlling, and closing the work of the Project (its team) to achieve specific goals and meet specific success criteria at the specified time. Setting up of a PMU, its operations (including Sourcing) and Management to deliver on agreed outcomes and performance will be central to this Service.

**Programme Management** where multiple projects would be involved would focus on supporting the Owner (Buyer) in Supervision , Monitoring and Review of Project(s) implementation.

**Consultancy/Advisory** provided for conceptualizing, designing including taking up Proof Of Concept (PoC) exercise across products and sectors. Such advisory would include Pre and Post implementation analysis and assessment of Projects, Draft documents like Vision, Strategy, Approach, DPRs etc.

**Project Implementation** refers actual implementation including assaying SI role in IT leveraged Projects will be covered under this track. Typically would involve setting up of an onsite Project team and its management to deliver on agreed outcomes and performance.

**Operations and Support** refers to services that entities provide to users of technology products or services. In general, Operations and Support provide help regarding specific problems with a product or service, rather than providing training, provision or customization of product, or other support services. Operations and Support may be delivered over by phone, e-mail, live support software on a website, or other tool where users can log an incident.

#### **Buyer's Obligations**

1. Except as expressly otherwise provided, the Buyer shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services are to be provided required to enable Service Provider's employees to perform and deliver as per agreed Terms and Conditions .
2. The Buyer shall notify the Service Provider of any dishonest, wrongful or negligent acts or omissions of the Service Provider 's employees or agents in connection with the Services as soon as possible after the Buyer becomes aware of them.
3. The Buyer shall not be under any obligation for providing empanelment to any of the personnel of the Service Provider after the expiry of the contract. The Buyer does not recognise any employee employer's relationship with any of the workers of the Service Provider.

#### **Service Provider's Obligations**

1. A Service Provider would be required to provide sufficient and qualified manpower for further selection/replacement, capable of supporting the functioning of the project/department in a manner agreed with the Buyer. The services shall be rendered on a monthly, quarterly and yearly basis, as per the requirements of the Buyer.
2. The Service Provider shall provide Manpower Services at Buyer's premises as per Schedule of Work / Requirements which may be amended from time to time by the Buyer during the Contractual period and it shall always form part and parcel of the Contract. The Service Provider shall abide by such assignments as provided by the Buyer from time to time.
3. The Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
4. The Service Provider shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.
5. The Service Provider shall issue identity cards / identification documents to all its employees who will be instructed by the Service Provider to display the same.
6. The personnel of the Service Provider shall not be the employees of the Buyer and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Service Provider shall make them known about this position in writing before deployment under this agreement.
7. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Buyer.
8. It is the responsibility of the Service Provider to provide manpower for the above listed work. The manpower has to be segregated, based on their years of experience.

1. The responsibility of effective and efficient delivery would rest with the Service Provider. Thus, the education qualifications and experience of the manpower deployed would be left to the subjugation of the Service Provider, subject to them meeting the minimum qualifying criteria.
  2. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the Service Provider.
- The police verification, character and antecedent's verification of the employees is the whole and sole responsibility of the Service Provider. The same may be verified by the Buyer at the time of joining of the employees, if he/she so desires.
1. The Service Provider shall ensure the following in respect of his employees-
    2. The working hours and days of the outsourced employees will be as per the existing applicable rules of the respective Central/State Government organisations. However, they have to work on holidays, if necessary and required based on demand of work.
    3. In an event of deployed personnel availing leave, and if required by buyer suitable substitute(s) shall be provided by service provider as per mutual understanding with buyer.
- Consequent to poor performance of deployed manpower, service provider shall immediately replace the deployed manpower thereby maintaining service levels and continuity.
1. Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between buyer and seller prior to deployment of manpower.
  2. The attendance of the employees will be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
  3. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

#### **Special Terms and Conditions of the Service**

1. The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the Buyer.
2. The Service Provider should have a legal status, whether it will be a registered Proprietorship Firm/Partnership Firm/Company under Companies Act having legal entity having all statutory licenses/registration for carrying out such activity as well has had registration for income tax.
3. The Service Provider shall ensure that all the relevant licenses / registrations / permissions which may be required for providing the services are valid during the entire period of the contract; failing so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
4. In case of services hired on annual basis and 5 working days, the employees will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the employees will be entitled to 15 days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the buyer in the billed amount if no replacement is provided.
5. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.
6. The Buyer or its representative shall have the right to inspect and/or to test the services/Solution/Technology to check their conformity to the contract specifications at no extra cost to the Buyer.
7. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider. The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer's department would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider.
8. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
9. The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer, emergencies, exempted.
10. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
11. The Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.
12. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer Department.
13. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

15. **Debarment:** All Government entities should follow the following debarment rules, prescribed in GFR, 2017.

(i) A bidder shall be debarred if he has been convicted of an offence-

1. under the Prevention of Corruption Act, 1988; or
2. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment."

1. **Quoting of Price on the Portal** : Changes in Government taxes should not be imposed on the vendor by making payment adjustments. The net revenue for the Consultant should remain the same as was factored in during the financial estimation of the project"

1. **Fall Clause** :The BIDDER undertakes that under similar buying conditions, it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was so supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded."

1. **EMD Forfeiture** :The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity.

- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

- In case of seller indulging in corrupt or false practices

1. **Force Majeure** :Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Purchaser as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or Purchaser shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract."

1. **Arbitration : Buyer and the Service Providing Agency will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the contract placed through GeM** .If the parties cannot resolve the Dispute then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court under which Jurisdiction office of the buyer falls. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at the jurisdiction specified above . Any legal dispute will come under the sole jurisdiction specified above .

The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof."

1. **Limitation of Liability:**(a) The liability of Consultant (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the fees and expenses received under this work order. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 22 .

(b) In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.

(c) The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts."

1. **Indemnification:** Consultant (the "Indemnifying Party") undertakes to indemnify (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non infringing equivalent, (iii) modify it to make it non infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

1. **Forfeiture of Performance Bank Guarantee: Forfeiture** of Security Deposit: Security amount in full or part may be forfeited in the following cases:

1. When the terms and conditions of contract is breached/infringed.
2. When contract is being terminated due to non-performance of the Successful Bidder.
3. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Nodal Officer in this regard shall be final."

1. **Termination for default :**

1. a) Without limiting any other rights or remedies the Client may have against the Consultant / service providing agency arising out of or in connection with this Contract, the buyer/ Client may terminate this Contract effective immediately by giving written notice to the SPA/Consultant if: the Consultant breaches a material provision of this Contract where that breach is not capable of remedy; the Consultant breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so; or an event specified in any clause of the contract happens to the SPA/Consultant. Termination of this Contract does not affect any accrued rights or remedies of a party.

#### Confidentiality

The Service Provider shall not use Confidential Information, the name or the logo of Buyer Department except for the purposes of providing the Service as specified under this contract; The Service Provider may only disclose Confidential Information in the following circumstances with the prior written consent of Buyer Department to a member of the Service Provider if she/he is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.

1. The Service Provider shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of Buyer Department.
2. The Service Provider shall notify Buyer Department promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of Buyer Department.

#### Payments

1. The Service Providing Agency shall furnish statement of amount paid for the month to the persons deployed along with cheque number and date and Bank account from which the payment has been made. Service Providing agency is to furnish copy of bank statement in support of amount paid as and when required by Buyer Departments.
2. The payment to the Service Provider will be made on monthly and quarterly basis, depending upon the actual duration of the services rendered as per order.
3. Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider confirms and agrees that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the Service Provider.
4. TA/DA shall be payable directly by the Buyer on production of travel documents in original and approval of appropriate authority of the Buyer for undertaking such travel for the project/assignment.
5. All applicable taxes and duties except GST, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same. The Service Provider shall pay the GST and the price quoted is inclusive.
6. The Service Provider shall ensure payment regularly for the deployed manpower to their entitlements like monthly salaries/wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.

7. In case the submission of monthly bills is delayed by the Service Provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective Service Provider.
8. Escalation towards payment of salaries / wages of the employees shall not be accepted on any ground during the contract period.
9. The Breakup of the components to be provided to the Buyer Department. The Buyer Department will provide Minimum Wage as per the Notification applicable in their area for the category of Resource they want to procure.

The following conditions shall specify breach of contract and buyer shall have right to immediately terminate the contract.

1. Cumulative penalties reach 10% of the contract value
2. Repeated breach of SLAs beyond 3 instances in the entire contractual period shall be treated as breach of contract. Breach of SLA is defined as performance lower than defined lower performance in this agreement.
3. In case of major default on the part of the Service Provider, the Buyer may provide a 24-hour written notice terminating the contract to the Service Provider.

#### Penalties

- Penalties for a specific month / period shall be capped at 10% of bill generated for that particular month / period.
- If any SLA is breached beyond 3 instances in any billing period then same shall be treated as a breach of contract and buyer will have full rights to terminate the contract after giving a notice of 30 days

#### Penalties for Non-Compliance to Service Level Agreement

Penalties will be levied on the service provider for the violation of service level agreement of the contract as mentioned below:

#	Service level agreement	Penalties for non-compliance
1	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, @1% per day of the value of monthly cost and Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.
2	If the employee is found responsible for any theft, loss of material/ articles and damages	Immediate payment in actuals, equivalent to the value of the article theft/lost/damaged. Replacement within 2 day/cancellation of contract as decided by the buyer depending on the gravity of the act.
3	If the employee is found responsible for disobedience/ misconduct	Warning/counselling/Immediate replacement of resource within 2 days as decided by the buyer depending on the gravity of the act
4	If the employee is absent for more than 2 days without informing or taking prior approval.	Substitute within 2 days with equivalent resource failing which, @ 1% per day of the total value (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value
5	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.

## Terms and Conditions

### 1. General Terms and Conditions

**1.1** This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

**1.2 Terms of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

**1.2.1** Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

**1.2.2** A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

**1.3 Delivery period:** The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

**1.4 Performance Security:** If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

**1.5 Taxes and Duties:** Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

**1.6 Octroi Duty and / or other local taxes:** Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

**1.7 Limitation of Liability:** The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

**1.8 Resolution of disputes:** The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

**1.9 Liquidated Damages:** If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

**1.10 Financial Certificate:**

**1.10.1** The expenditure involved for this purpose has received the Sanction of the competent financial authority.

**1.10.2** The funds are available under the proper head in the sanction budget allotment for the concern financial year.

**1.10.3** I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

**1.11** The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

Note: This is system generated file. No signature is required.

<b>Organisation Details</b>	<b>Buyer Details</b>
Type: Statutory bodies	Designation: Section Officer SNP
Ministry: Ministry of Human Resource Development	Contact No.: 03712-273114-3114
Department: Department of Higher Education	Email ID: buycon36.tu.as@gembuyer.in
Organisation Name: Tezpur University	GSTIN: 18AAAJT2654F1Z1
Office Zone: Tezpur	Address: Post Office - Napaam, SONITPUR, ASSAM-784028, India

<b>Financial Approval Detail</b>	<b>Paying Authority Details</b>
IFD Concurrence: No	Payment Mode: Offline
Designation of Administrative Approval: DEPUTY REGISTRAR(FINANCE)	Designation: Deputy Registrar Finance1
Designation of Financial Approval: FINANCE OFFICER	Email ID: pay1.tezuv.assam@gembuyer.in
	GSTIN: 18AAAJT2654F1Z1
	Address: Post Office - Napaam, SONITPUR, ASSAM-784028, India

<b>Consignee Details</b>		
S.No	Consignee Name & Address	Service Description
1	Contact: 03712-273114-3114 Email ID: buycon36.tu.as@gembuyer.in Address: Post Office - Napaam, SONITPUR, ASSAM-784028, India	Application Development and Maintenance Resource Hiring Services

<b>Service Provider Details</b>	
GeM Seller ID:	8AB4200001349355
Company Name:	YROS Software
Contact No.:	07896922693
Email ID:	rambaishyafromhowly@gmail.com
Address:	house no 32,Shaheed MB Path Howly,Howly,Howly, Barpeta, ASSAM-781316, -
MSME verified:	No
GSTIN:	NA

\*GST / Tax invoice to be raised in the name of - Buyer

<b>Service Details</b>
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**Contract Start Date :** 20-Jan-2021 **Contract End Date :** 18-Jun-2021

Service	Quantity (Number of Resources)	Unit Price Monthly Cost to Buyer (Inclusive of all charges in INR)	Total Amount (Formula) ((Monthly Cost to Buyer (Inclusive of all charges in INR)*Number of Resources)*Contract Period/30)
<b><u>Application Development and Maintenance Resource Hiring Services</u></b> Billing Cycle : weekly Category Name : Application Development and Maintenance Resource Hiring Services Certifications : others Details of Technology/Platform/Language/functional knowledge of resource : JQuery/JavaScript, HTML5/CSS Roles : UI Designer Deployment of Resource : Onsite Technology Background of the Resource : Open Source Relevant Experience in years : 1-3 Qualification Stream : MCA Buyer Parameter & Add-ons :	1	24,000	120,000
<b>Total Amount Including All Duties and Taxes in INR</b>			120,000

# SLA Details - Application Development and Maintenance Resource Hiring Services

## Application Development and Maintenance Resource Hiring Services

**PREAMBLE** :All Application Development and Maintenance Resource Hiring Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Goods and Services;
  2. Service Specific STC of Application Development and Maintenance Resource Hiring Services- as defined in Service Catalogue which includes SLA for the Service or Service for a particular product;
  3. BID / Reverse Auction specific ATC
1. Operation of The above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however Service Specific STC prevails or supersede over the GTC.
  2. The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.
  3. This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

**Agreement Overview** :This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Application Development and Maintenance Resource Hiring Service Provider. The purpose of this agreement is to facilitate implementation Application Development and Maintenance Resource Hiring Services at the Buyer's premises. The Service Provider would provide the required equipment (if any) and personnel for the mentioned shifts as per the requirements of the buyer. This Agreement outlines the scope of work, Stakeholder's obligation and Terms and Conditions of all services covered as they are mutually understood by the stakeholders.

### Stakeholders

The main stakeholders associated with this SLA are:

- 1) Service Provider(s)/Service Provider
- 2) Buyer
- 3) Paying Authority

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA.

### Objective And Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of service to buyer by service provider. The goals of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities
- Present a clear, concise and measurable description of service provision to the customer
- Establish Terms and Conditions for all the involved stakeholders
- To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons

### Service Scope

#### Introduction

The scope of "Application Development and Maintenance Resource Hiring Services" is to provide specified number of Application Development and Maintenance Resource Hiring Services resources with requisite and prescribed qualifications and experience, to function and perform as per agreed terms and conditions.

Based on a performance based approach for engaging the Service Provider to deploy Professional resources, on a man month basis,

Buyer shall provide all details and information needed on line and use appropriate filters enabled on line for this service.

An indicative list of activities that resources of Service Providers will be required to undertake are as follows:

1. Design and Development of application S/W.
2. Rollout Management
3. Database Management.
4. Technical or Business Documentation.
5. Test case preparation and testing of the application software.
6. Training of users
7. Carry out maintenance, feature up-gradation and support of application software post completion of project.
8. Bug fixing and implementation support to end users.

9. Project/Program Management
10. Architecture of the solution

- (a) The performance and discipline of the resources provided by the bidder should be ensured by the Service Provider.
- (b) Regular progress reporting and review of the same with the concerned Project coordinator will be an integral part of the responsibility of the Service Provider.
- (c) Timely production of quality output will be an overarching responsibility of the Service Provider.
- (d) The Project plan including scope of work, job requirements, time lines and resource requirements shall be finalised by the concerned Buyer Department. These resources shall be engaged as per the requirements of the project.

#### **Broad Scope :**

Broad scope of the Service is as follows:

**Capacity building** aimed at enhancing overall output and efficiency of the Organisation and its resources, would include activities like design and customization of training modules to actual conduct of Training, certifying Master trainers, bundle a Product(s) offer with onsite training /skilling support, Core Sectoral Skilling and its upgradation.

**Project Management** would cover all or any activity including initiating, planning, executing, controlling, and closing the work of the Project (its team) to achieve specific goals and meet specific success criteria at the specified time. Setting up of a PMU, its operations (including Sourcing) and Management to deliver on agreed outcomes and performance will be central to this Service.

**Programme Management** where multiple projects would be involved would focus on supporting the Owner (Buyer) in Supervision , Monitoring and Review of Project(s) implementation.

**Consultancy/Advisory** provided for conceptualizing, designing including taking up Proof Of Concept (PoC) exercise across products and sectors. Such advisory would include Pre and Post implementation analysis and assessment of Projects, Draft documents like Vision, Strategy, Approach, DPRs etc.

**Project Implementation** refers actual implementation including assaying SI role in IT leveraged Projects will be covered under this track. Typically would involve setting up of an onsite Project team and its management to deliver on agreed outcomes and performance.

**Operations and Support** refers to services that entities provide to users of technology products or services. In general, Operations and Support provide help regarding specific problems with a product or service, rather than providing training, provision or customization of product, or other support services. Operations and Support may be delivered over by phone, e-mail, live support software on a website, or other tool where users can log an incident.

#### **Buyer's Obligations**

1. Except as expressly otherwise provided, the Buyer shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services are to be provided required to enable Service Provider's employees to perform and deliver as per agreed Terms and Conditions .
2. The Buyer shall notify the Service Provider of any dishonest, wrongful or negligent acts or omissions of the Service Provider 's employees or agents in connection with the Services as soon as possible after the Buyer becomes aware of them.
3. The Buyer shall not be under any obligation for providing empanelment to any of the personnel of the Service Provider after the expiry of the contract. The Buyer does not recognise any employee employer's relationship with any of the workers of the Service Provider.

#### **Service Provider's Obligations**

1. A Service Provider would be required to provide sufficient and qualified manpower for further selection/replacement, capable of supporting the functioning of the project/department in a manner agreed with the Buyer. The services shall be rendered on a monthly, quarterly and yearly basis, as per the requirements of the Buyer.
2. The Service Provider shall provide Manpower Services at Buyer's premises as per Schedule of Work / Requirements which may be amended from time to time by the Buyer during the Contractual period and it shall always form part and parcel of the Contract. The Service Provider shall abide by such assignments as provided by the Buyer from time to time.
3. The Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
4. The Service Provider shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.
5. The Service Provider shall issue identity cards / identification documents to all its employees who will be instructed by the Service Provider to display the same.
6. The personnel of the Service Provider shall not be the employees of the Buyer and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Service Provider shall make them known about this position in writing before deployment under this agreement.
7. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Buyer.
8. It is the responsibility of the Service Provider to provide manpower for the above listed work. The manpower has to be segregated, based on their years of experience.

1. The responsibility of effective and efficient delivery would rest with the Service Provider. Thus, the education qualifications and experience of the manpower deployed would be left to the subjugation of the Service Provider, subject to them meeting the minimum qualifying criteria.
  2. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the Service Provider.
- The police verification, character and antecedent's verification of the employees is the whole and sole responsibility of the Service Provider. The same may be verified by the Buyer at the time of joining of the employees, if he/she so desires.
1. The Service Provider shall ensure the following in respect of his employees-
    2. The working hours and days of the outsourced employees will be as per the existing applicable rules of the respective Central/State Government organisations. However, they have to work on holidays, if necessary and required based on demand of work.
    3. In an event of deployed personnel availing leave, and if required by buyer suitable substitute(s) shall be provided by service provider as per mutual understanding with buyer.
- Consequent to poor performance of deployed manpower, service provider shall immediately replace the deployed manpower thereby maintaining service levels and continuity.
1. Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between buyer and seller prior to deployment of manpower.
  2. The attendance of the employees will be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
  3. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

#### **Special Terms and Conditions of the Service**

1. The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the Buyer.
2. The Service Provider should have a legal status, whether it will be a registered Proprietorship Firm/Partnership Firm/Company under Companies Act having legal entity having all statutory licenses/registration for carrying out such activity as well has had registration for income tax.
3. The Service Provider shall ensure that all the relevant licenses / registrations / permissions which may be required for providing the services are valid during the entire period of the contract; failing so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
4. In case of services hired on annual basis and 5 working days, the employees will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the employees will be entitled to 15 days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the buyer in the billed amount if no replacement is provided.
5. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.
6. The Buyer or its representative shall have the right to inspect and/or to test the services/Solution/Technology to check their conformity to the contract specifications at no extra cost to the Buyer.
7. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider. The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer's department would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider.
8. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
9. The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer, emergencies, exempted.
10. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
11. The Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.
12. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer Department.
13. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

15. **Debarment:** All Government entities should follow the following debarment rules, prescribed in GFR, 2017.

(i) A bidder shall be debarred if he has been convicted of an offence-

1. under the Prevention of Corruption Act, 1988; or
2. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment."

1. **Quoting of Price on the Portal** : Changes in Government taxes should not be imposed on the vendor by making payment adjustments. The net revenue for the Consultant should remain the same as was factored in during the financial estimation of the project"

1. **Fall Clause** :The BIDDER undertakes that under similar buying conditions, it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was so supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded."

1. **EMD Forfeiture** :The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity.

- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

- In case of seller indulging in corrupt or false practices

1. **Force Majeure** :Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Purchaser as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or Purchaser shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract."

1. **Arbitration : Buyer and the Service Providing Agency will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the contract placed through GeM .** If the parties cannot resolve the Dispute then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court under which Jurisdiction office of the buyer falls. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at the jurisdiction specified above . Any legal dispute will come under the sole jurisdiction specified above .

The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof."

1. **Limitation of Liability:**(a) The liability of Consultant (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the fees and expenses received under this work order. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 22 .

(b) In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.

(c) The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts."

1. **Indemnification:** Consultant (the "Indemnifying Party") undertakes to indemnify (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non infringing equivalent, (iii) modify it to make it non infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

1. **Forfeiture of Performance Bank Guarantee: Forfeiture** of Security Deposit: Security amount in full or part may be forfeited in the following cases:

1. When the terms and conditions of contract is breached/infringed.
2. When contract is being terminated due to non-performance of the Successful Bidder.
3. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Nodal Officer in this regard shall be final."

1. **Termination for default :**

1. a) Without limiting any other rights or remedies the Client may have against the Consultant / service providing agency arising out of or in connection with this Contract, the buyer/ Client may terminate this Contract effective immediately by giving written notice to the SPA/Consultant if: the Consultant breaches a material provision of this Contract where that breach is not capable of remedy; the Consultant breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so; or an event specified in any clause of the contract happens to the SPA/Consultant. Termination of this Contract does not affect any accrued rights or remedies of a party.

#### Confidentiality

The Service Provider shall not use Confidential Information, the name or the logo of Buyer Department except for the purposes of providing the Service as specified under this contract; The Service Provider may only disclose Confidential Information in the following circumstances with the prior written consent of Buyer Department to a member of the Service Provider if she/he is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.

1. The Service Provider shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of Buyer Department.
2. The Service Provider shall notify Buyer Department promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of Buyer Department.

#### Payments

1. The Service Providing Agency shall furnish statement of amount paid for the month to the persons deployed along with cheque number and date and Bank account from which the payment has been made. Service Providing agency is to furnish copy of bank statement in support of amount paid as and when required by Buyer Departments.
2. The payment to the Service Provider will be made on monthly and quarterly basis, depending upon the actual duration of the services rendered as per order.
3. Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider confirms and agrees that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the Service Provider.
4. TA/DA shall be payable directly by the Buyer on production of travel documents in original and approval of appropriate authority of the Buyer for undertaking such travel for the project/assignment.
5. All applicable taxes and duties except GST, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same. The Service Provider shall pay the GST and the price quoted is inclusive.
6. The Service Provider shall ensure payment regularly for the deployed manpower to their entitlements like monthly salaries/wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.

7. In case the submission of monthly bills is delayed by the Service Provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective Service Provider.
8. Escalation towards payment of salaries / wages of the employees shall not be accepted on any ground during the contract period.
9. The Breakup of the components to be provided to the Buyer Department. The Buyer Department will provide Minimum Wage as per the Notification applicable in their area for the category of Resource they want to procure.

The following conditions shall specify breach of contract and buyer shall have right to immediately terminate the contract.

1. Cumulative penalties reach 10% of the contract value
2. Repeated breach of SLAs beyond 3 instances in the entire contractual period shall be treated as breach of contract. Breach of SLA is defined as performance lower than defined lower performance in this agreement.
3. In case of major default on the part of the Service Provider, the Buyer may provide a 24-hour written notice terminating the contract to the Service Provider.

#### Penalties

- Penalties for a specific month / period shall be capped at 10% of bill generated for that particular month / period.
- If any SLA is breached beyond 3 instances in any billing period then same shall be treated as a breach of contract and buyer will have full rights to terminate the contract after giving a notice of 30 days

#### Penalties for Non-Compliance to Service Level Agreement

Penalties will be levied on the service provider for the violation of service level agreement of the contract as mentioned below:

#	Service level agreement	Penalties for non-compliance
1	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, @1% per day of the value of monthly cost and Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.
2	If the employee is found responsible for any theft, loss of material/ articles and damages	Immediate payment in actuals, equivalent to the value of the article theft/lost/damaged. Replacement within 2 day/cancellation of contract as decided by the buyer depending on the gravity of the act.
3	If the employee is found responsible for disobedience/ misconduct	Warning/counselling/Immediate replacement of resource within 2 days as decided by the buyer depending on the gravity of the act
4	If the employee is absent for more than 2 days without informing or taking prior approval.	Substitute within 2 days with equivalent resource failing which, @ 1% per day of the total value (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value
5	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.

## Terms and Conditions

### 1. General Terms and Conditions

**1.1** This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

**1.2 Terms of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

**1.2.1** Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

**1.2.2** A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

**1.3 Delivery period:** The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

**1.4 Performance Security:** If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

**1.5 Taxes and Duties:** Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

**1.6 Octroi Duty and / or other local taxes:** Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

**1.7 Limitation of Liability:** The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

**1.8 Resolution of disputes:** The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

**1.9 Liquidated Damages:** If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

**1.10 Financial Certificate:**

**1.10.1** The expenditure involved for this purpose has received the Sanction of the competent financial authority.

**1.10.2** The funds are available under the proper head in the sanction budget allotment for the concern financial year.

**1.10.3** I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

**1.11** The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

Note: This is system generated file. No signature is required.

Organisation Details	Buyer Details
Type: Statutory bodies	Designation: Section Officer SNP
Ministry: Ministry of Human Resource Development	Contact No.: 03712-273114-3114
Department: Department of Higher Education	Email ID: buycon36.tu.as@gembuyer.in
Organisation Name: Tezpur University	GSTIN: 18AAAJT2654F1Z1
Office Zone: Tezpur	Address: Post Office - Napaam, SONITPUR, ASSAM-784028, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: No	Payment Mode: Offline
Designation of Administrative Approval: DEPUTY REGISTRAR (FINANCE)	Designation: Deputy Registrar Finance1
Designation of Financial Approval: FINANCE OFFICER	Email ID: pay1.tezuv.assam@gembuyer.in
	GSTIN: 18AAAJT2654F1Z1
	Address: Post Office - Napaam, SONITPUR, ASSAM-784028, India

Consignee Details		
S.No	Consignee Name & Address	Service Description
1	Contact: 03712-273114-3114 Email ID: buycon36.tu.as@gembuyer.in Address: Post Office - Napaam, SONITPUR, ASSAM-784028, India	Application Development and Maintenance Resource Hiring Services

Service Provider Details	
GeM Seller ID:	8AB4200001349355
Company Name:	YROS Software
Contact No.:	07896922693
Email ID:	rambaishyafromhowly@gmail.com
Address:	house no 32,Shaheed MB Path Howly,Howly,Howly, Barpeta, ASSAM-781316, -
MSME verified:	No
GSTIN:	NA

\*GST / Tax invoice to be raised in the name of - Buyer

Service Details
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**Contract Start Date :** 20-Jan-2021 **Contract End Date :** 18-Jun-2021

Service	Quantity (Number of Resources)	Unit Price Monthly Cost to Buyer (Inclusive of all charges in INR)	Total Amount (Formula) ((Monthly Cost to Buyer (Inclusive of all charges in INR)*Number of Resources)*Contract Period/30)
<b>Application Development and Maintenance Resource Hiring Services</b> Billing Cycle : weekly Category Name : Application Development and Maintenance Resource Hiring Services Details of Technology/Platform/Language/functional knowledge of resource : JQuery/JavaScript, HTML5/CSS Relevant Experience in years : 1-3 Deployment of Resource : Onsite Certifications : others Technology Background of the Resource : Open Source Qualification Stream : M.Tech Roles : Project Manager Buyer Parameter & Add-ons :	1	30,000	150,000
Total Amount Including All Duties and Taxes in INR			150,000

# SLA Details - Application Development and Maintenance Resource Hiring Services

## Application Development and Maintenance Resource Hiring Services

**PREAMBLE** :All Application Development and Maintenance Resource Hiring Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Goods and Services;
  2. Service Specific STC of Application Development and Maintenance Resource Hiring Services- as defined in Service Catalogue which includes SLA for the Service or Service for a particular product;
  3. BID / Reverse Auction specific ATC
- 
1. Operation of The above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however Service Specific STC prevails or supersede over the GTC.
  2. The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.
  3. This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

**Agreement Overview** :This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Application Development and Maintenance Resource Hiring Service Provider. The purpose of this agreement is to facilitate implementation Application Development and Maintenance Resource Hiring Services at the Buyer's premises. The Service Provider would provide the required equipment (if any) and personnel for the mentioned shifts as per the requirements of the buyer. This Agreement outlines the scope of work, Stakeholder's obligation and Terms and Conditions of all services covered as they are mutually understood by the stakeholders.

### Stakeholders

The main stakeholders associated with this SLA are:

- 1) Service Provider(s)/Service Provider
- 2) Buyer
- 3) Paying Authority

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA.

### Objective And Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of service to buyer by service provider. The goals of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities
- Present a clear, concise and measurable description of service provision to the customer
- Establish Terms and Conditions for all the involved stakeholders
- To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons

### Service Scope

#### Introduction

The scope of "Application Development and Maintenance Resource Hiring Services" is to provide specified number of Application Development and Maintenance Resource Hiring Services resources with requisite and prescribed qualifications and experience, to function and perform as per agreed terms and conditions.

Based on a performance based approach for engaging the Service Provider to deploy Professional resources, on a man month basis,

Buyer shall provide all details and information needed on line and use appropriate filters enabled on line for this service.

An indicative list of activities that resources of Service Providers will be required to undertake are as follows:

1. Design and Development of application S/W.
2. Rollout Management
3. Database Management.
4. Technical or Business Documentation.
5. Test case preparation and testing of the application software.
6. Training of users
7. Carry out maintenance, feature up-gradation and support of application software post completion of project.
8. Bug fixing and implementation support to end users.

9. Project/Program Management
10. Architecture of the solution

- (a) The performance and discipline of the resources provided by the bidder should be ensured by the Service Provider.
- (b) Regular progress reporting and review of the same with the concerned Project coordinator will be an integral part of the responsibility of the Service Provider.
- (c) Timely production of quality output will be an overarching responsibility of the Service Provider.
- (d) The Project plan including scope of work, job requirements, time lines and resource requirements shall be finalised by the concerned Buyer Department. These resources shall be engaged as per the requirements of the project.

#### **Broad Scope :**

Broad scope of the Service is as follows:

**Capacity building** aimed at enhancing overall output and efficiency of the Organisation and its resources, would include activities like design and customization of training modules to actual conduct of Training, certifying Master trainers, bundle a Product(s) offer with onsite training /skilling support, Core Sectoral Skilling and its upgradation.

**Project Management** would cover all or any activity including initiating, planning, executing, controlling, and closing the work of the Project (its team) to achieve specific goals and meet specific success criteria at the specified time. Setting up of a PMU, its operations (including Sourcing) and Management to deliver on agreed outcomes and performance will be central to this Service.

**Programme Management** where multiple projects would be involved would focus on supporting the Owner (Buyer) in Supervision , Monitoring and Review of Project(s) implementation.

**Consultancy/Advisory** provided for conceptualizing, designing including taking up Proof Of Concept (PoC) exercise across products and sectors. Such advisory would include Pre and Post implementation analysis and assessment of Projects, Draft documents like Vision, Strategy, Approach, DPRs etc.

**Project Implementation** refers actual implementation including assaying SI role in IT leveraged Projects will be covered under this track. Typically would involve setting up of an onsite Project team and its management to deliver on agreed outcomes and performance.

**Operations and Support** refers to services that entities provide to users of technology products or services. In general, Operations and Support provide help regarding specific problems with a product or service, rather than providing training, provision or customization of product, or other support services. Operations and Support may be delivered over by phone, e-mail, live support software on a website, or other tool where users can log an incident.

#### **Buyer's Obligations**

1. Except as expressly otherwise provided, the Buyer shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services are to be provided required to enable Service Provider's employees to perform and deliver as per agreed Terms and Conditions .
2. The Buyer shall notify the Service Provider of any dishonest, wrongful or negligent acts or omissions of the Service Provider 's employees or agents in connection with the Services as soon as possible after the Buyer becomes aware of them.
3. The Buyer shall not be under any obligation for providing empanelment to any of the personnel of the Service Provider after the expiry of the contract. The Buyer does not recognise any employee employer's relationship with any of the workers of the Service Provider.

#### **Service Provider's Obligations**

1. A Service Provider would be required to provide sufficient and qualified manpower for further selection/replacement, capable of supporting the functioning of the project/department in a manner agreed with the Buyer. The services shall be rendered on a monthly, quarterly and yearly basis, as per the requirements of the Buyer.
2. The Service Provider shall provide Manpower Services at Buyer's premises as per Schedule of Work / Requirements which may be amended from time to time by the Buyer during the Contractual period and it shall always form part and parcel of the Contract. The Service Provider shall abide by such assignments as provided by the Buyer from time to time.
3. The Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
4. The Service Provider shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.
5. The Service Provider shall issue identity cards / identification documents to all its employees who will be instructed by the Service Provider to display the same.
6. The personnel of the Service Provider shall not be the employees of the Buyer and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Service Provider shall make them known about this position in writing before deployment under this agreement.
7. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Buyer.
8. It is the responsibility of the Service Provider to provide manpower for the above listed work. The manpower has to be segregated, based on their years of experience.

1. The responsibility of effective and efficient delivery would rest with the Service Provider. Thus, the education qualifications and experience of the manpower deployed would be left to the subjugation of the Service Provider, subject to them meeting the minimum qualifying criteria.
  2. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the Service Provider.
- The police verification, character and antecedent's verification of the employees is the whole and sole responsibility of the Service Provider. The same may be verified by the Buyer at the time of joining of the employees, if he/she so desires.
1. The Service Provider shall ensure the following in respect of his employees-
    2. The working hours and days of the outsourced employees will be as per the existing applicable rules of the respective Central/State Government organisations. However, they have to work on holidays, if necessary and required based on demand of work.
    3. In an event of deployed personnel availing leave, and if required by buyer suitable substitute(s) shall be provided by service provider as per mutual understanding with buyer.
- Consequent to poor performance of deployed manpower, service provider shall immediately replace the deployed manpower thereby maintaining service levels and continuity.
1. Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between buyer and seller prior to deployment of manpower.
  2. The attendance of the employees will be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
  3. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

#### **Special Terms and Conditions of the Service**

1. The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the Buyer.
2. The Service Provider should have a legal status, whether it will be a registered Proprietorship Firm/Partnership Firm/Company under Companies Act having legal entity having all statutory licenses/registration for carrying out such activity as well has had registration for income tax.
3. The Service Provider shall ensure that all the relevant licenses / registrations / permissions which may be required for providing the services are valid during the entire period of the contract; failing so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
4. In case of services hired on annual basis and 5 working days, the employees will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the employees will be entitled to 15 days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the buyer in the billed amount if no replacement is provided.
5. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.
6. The Buyer or its representative shall have the right to inspect and/or to test the services/Solution/Technology to check their conformity to the contract specifications at no extra cost to the Buyer.
7. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider. The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer's department would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider.
8. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
9. The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer, emergencies, exempted.
10. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
11. The Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.
12. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer Department.
13. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

15. **Debarment:** All Government entities should follow the following debarment rules, prescribed in GFR, 2017.

(i) A bidder shall be debarred if he has been convicted of an offence-

1. under the Prevention of Corruption Act, 1988; or
2. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment."

1. **Quoting of Price on the Portal** : Changes in Government taxes should not be imposed on the vendor by making payment adjustments. The net revenue for the Consultant should remain the same as was factored in during the financial estimation of the project"

1. **Fall Clause** :The BIDDER undertakes that under similar buying conditions, it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was so supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded."

1. **EMD Forfeiture** :The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity.

- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

- In case of seller indulging in corrupt or false practices

1. **Force Majeure** :Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Purchaser as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or Purchaser shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract."

1. **Arbitration : Buyer and the Service Providing Agency will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the contract placed through GeM** .If the parties cannot resolve the Dispute then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court under which Jurisdiction office of the buyer falls. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at the jurisdiction specified above . Any legal dispute will come under the sole jurisdiction specified above .

The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof."

1. **Limitation of Liability:**(a) The liability of Consultant (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the fees and expenses received under this work order. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 22 .

(b) In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.

(c) The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts."

1. **Indemnification:** Consultant (the "Indemnifying Party") undertakes to indemnify (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non infringing equivalent, (iii) modify it to make it non infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

1. **Forfeiture of Performance Bank Guarantee: Forfeiture** of Security Deposit: Security amount in full or part may be forfeited in the following cases:

1. When the terms and conditions of contract is breached/infringed.
2. When contract is being terminated due to non-performance of the Successful Bidder.
3. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Nodal Officer in this regard shall be final."

1. **Termination for default :**

1. a) Without limiting any other rights or remedies the Client may have against the Consultant / service providing agency arising out of or in connection with this Contract, the buyer/ Client may terminate this Contract effective immediately by giving written notice to the SPA/Consultant if: the Consultant breaches a material provision of this Contract where that breach is not capable of remedy; the Consultant breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so; or an event specified in any clause of the contract happens to the SPA/Consultant. Termination of this Contract does not affect any accrued rights or remedies of a party.

#### Confidentiality

The Service Provider shall not use Confidential Information, the name or the logo of Buyer Department except for the purposes of providing the Service as specified under this contract; The Service Provider may only disclose Confidential Information in the following circumstances with the prior written consent of Buyer Department to a member of the Service Provider if she/he is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.

1. The Service Provider shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of Buyer Department.
2. The Service Provider shall notify Buyer Department promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of Buyer Department.

#### Payments

1. The Service Providing Agency shall furnish statement of amount paid for the month to the persons deployed along with cheque number and date and Bank account from which the payment has been made. Service Providing agency is to furnish copy of bank statement in support of amount paid as and when required by Buyer Departments.
2. The payment to the Service Provider will be made on monthly and quarterly basis, depending upon the actual duration of the services rendered as per order.
3. Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider confirms and agrees that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the Service Provider.
4. TA/DA shall be payable directly by the Buyer on production of travel documents in original and approval of appropriate authority of the Buyer for undertaking such travel for the project/assignment.
5. All applicable taxes and duties except GST, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same. The Service Provider shall pay the GST and the price quoted is inclusive.
6. The Service Provider shall ensure payment regularly for the deployed manpower to their entitlements like monthly salaries/wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.

7. In case the submission of monthly bills is delayed by the Service Provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective Service Provider.
8. Escalation towards payment of salaries / wages of the employees shall not be accepted on any ground during the contract period.
9. The Breakup of the components to be provided to the Buyer Department. The Buyer Department will provide Minimum Wage as per the Notification applicable in their area for the category of Resource they want to procure.

The following conditions shall specify breach of contract and buyer shall have right to immediately terminate the contract.

1. Cumulative penalties reach 10% of the contract value
2. Repeated breach of SLAs beyond 3 instances in the entire contractual period shall be treated as breach of contract. Breach of SLA is defined as performance lower than defined lower performance in this agreement.
3. In case of major default on the part of the Service Provider, the Buyer may provide a 24-hour written notice terminating the contract to the Service Provider.

#### Penalties

- Penalties for a specific month / period shall be capped at 10% of bill generated for that particular month / period.
- If any SLA is breached beyond 3 instances in any billing period then same shall be treated as a breach of contract and buyer will have full rights to terminate the contract after giving a notice of 30 days

#### Penalties for Non-Compliance to Service Level Agreement

Penalties will be levied on the service provider for the violation of service level agreement of the contract as mentioned below:

#	Service level agreement	Penalties for non-compliance
1	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, @1% per day of the value of monthly cost and Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.
2	If the employee is found responsible for any theft, loss of material/ articles and damages	Immediate payment in actuals, equivalent to the value of the article theft/lost/damaged. Replacement within 2 day/cancellation of contract as decided by the buyer depending on the gravity of the act.
3	If the employee is found responsible for disobedience/ misconduct	Warning/counselling/Immediate replacement of resource within 2 days as decided by the buyer depending on the gravity of the act
4	If the employee is absent for more than 2 days without informing or taking prior approval.	Substitute within 2 days with equivalent resource failing which, @ 1% per day of the total value (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value
5	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.

## Terms and Conditions

### 1. General Terms and Conditions

**1.1** This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

**1.2 Terms of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

**1.2.1** Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

**1.2.2** A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

**1.3 Delivery period:** The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

**1.4 Performance Security:** If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

**1.5 Taxes and Duties:** Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

**1.6 Octroi Duty and / or other local taxes:** Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

**1.7 Limitation of Liability:** The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

**1.8 Resolution of disputes:** The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

**1.9 Liquidated Damages:** If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

**1.10 Financial Certificate:**

**1.10.1** The expenditure involved for this purpose has received the Sanction of the competent financial authority.

**1.10.2** The funds are available under the proper head in the sanction budget allotment for the concern financial year.

**1.10.3** I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

**1.11** The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

Note: This is system generated file. No signature is required.