


Organisation Details Type: State Autonomous Ministry: - Department: Medical Education Department Uttar Pradesh Organisation Name: N/A Office Zone: Lucknow		Buyer Details Designation: Chief Assistant Contact No.: - Email ID: buycon1.ceoff.up@gembuyer.in GSTIN: 09AAAX4509K1ZJ Address: King George Medical University, Shahmina Road, Chowk, Lucknow, LUCKNOW, UTTAR PRADESH-226003, India	
Financial Approval Detail IFD Concurrence: No Designation of Administrative Approval: Vice-Chancellor Designation of Financial Approval: Finance Officer		Paying Authority Details Payment Mode: Offline Designation: FO Email ID: pao2.kgmu.lko@gembuyer.in GSTIN: N Address: King George Medical University, Shahmina Road, Chowk, Lucknow, LUCKNOW, UTTAR PRADESH-226003, India	
Consignee Details			
S.No	Consignee Name & Address	Service Description	
1	Contact: - Email ID: buycon1.ceoff.up@gembuyer.in Address: King George Medical University, Shahmina Road, Chowk, Lucknow, LUCKNOW, UTTAR PRADESH-226003, India	Design, Development, Implementation and Maintenance of Websites, Web Portal, Web-Enabled Application and Mobile Apps - Proprietary Solution	
Service Provider Details GeM Seller ID: 8ADF190000891038 Company Name: INDUSFLY TECHNOLOGIES PRIVATE LIMITED Contact No.: 09990690404 Email ID: abhimanyu.nigam@outlook.com Address: B 108 Sec 63, Noida, Gautam Buddha nagar, UTTAR PRADESH-201301, - MSME verified: Yes MSE Social Category: General MSE Gender: Male GSTIN: 09AAFIC2757JLZ8			
*GST / Tax invoice to be raised in the name of - Buyer			
Service Details			
Contract Start Date : 01-Aug-2021		Contract End Date : 31-Jul-2022	
Service	Quantity (Number of resources proposed to be engaged to accomplish project as per Mile Stone defined in the bid/contract/stc)	Unit Price Monthly Cost of Resources in Rupees	Total Amount (Formula) (Monthly Cost of Resources in Rupees*Number of resources proposed to be engaged to accomplish project as per Mile Stone defined in the bid/contract/stc*Engagement Duration of resources in month to accomplish the project as per defined milestone)
<u>Design, Development, Implementation and Maintenance of Websites, Web Portal, Web-Enabled Application and Mobile Apps - Proprietary Solution</u> Billing Cycle : quarterly Category Name : Design, Development, Implementation, and Maintenance of Websites, Web Portal, Web-Enabled Application and Mobile Apps Relevant Experience In Years : Minimum 2 Manpower on roll of Service Provider / SPA : More than 10 Certifications of Tech Resources Intended to be hired for execution of Project : Other as per bid document Qualification of Technical Resources : B.TECH/B.E/MCA/MSC/MBA STQC Certification : NO Location of Deployment of Resources : Offsite	1	40,300	483,600

(Prof. Abbas Ali Mehdi)

Role of Technical Resources : Project Manager Firms Quality Certification : ISO: ISO: 9001/2015 Type of Solution : Proprietary Solution Buyer Parameter & Add-ons : Engagement Duration of resources in month to accomplish the project as per defined milestone : 12			
Total Amount Including All Duties and Taxes in INR			483,600
SLA Details - Design, Development, Implementation, and Maintenance of Websites, Web Portal, Web-Enabled Application and Mobile Apps - Proprietary Solution			
SERVICE DETAILS: Hiring of Technical Resources from Suitable Agency For System Study, Design, Development, Implementation and Maintenance of Website, Web Portal, Web Enabled Application and Mobile Application			
PREAMBLE: A Contract for hiring of Technical Resources from Suitable Agency For System Study, Design, Development, Implementation and Maintenance of Website, Web Portal, Web Enabled Application and Mobile Application through GeM should be governed by following set of Terms and Conditions:			
<ul style="list-style-type: none"> General terms and conditions for Goods and Services; Service Specific STC as defined in Service Catalogue which includes SLA for the Service or Service for a particular product; BID / Reverse Auction specific ATC 			
The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.			
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) between the Buyer and a Service Provider providing technical resources for System Study, Design, Development, Implementation and Maintenance of Website, Webportal, Web Enabled Application and Mobile Application. The purpose of this agreement is to facilitate Development of Website and Mobile Application including its continual maintenance 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:			
<ul style="list-style-type: none"> Service Provider(s)/Service Provider. Buyer 			
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:			
<ul style="list-style-type: none"> 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. 			
Generic Scope of Service : 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 up gradation.			
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.			


 Controller of Examinations
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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.

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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.

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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.

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Specific Scope : Ä Ä

The scope of work may typically consist of : Study, Requirement gathering and Analysis, Design, Development Testing, Implementation, Training and Maintenance of new/ existing Websites, Web-portals, Web Applications, SSL and Mobile Apps which comply with the 'Guidelines for Indian Government Websites' (GIGW Version 2) <http://guidelines.gov.in/> and are audited for security by a CERT-IN Empanelled agency.

Additional activities under above scope of work include the following

- Training & User Manual: Conducting training programs as per the requirement for successful execution of project along with preparation of User Manual.
- Maintenance of Websites, Web-portals, Web Applications and Mobile Apps.
- Onsite Support: Support manpower can be engaged under the scope of this at the manpower rates as finalized through this tender.
- User helpdesk support: If the user department has a requirement of helpdesk support, the same shall be discussed and agreed with the agency with clearly defined SLAs and shall form part of the work order.
- Conversion of the existing Websites, Web-portals, Web Applications and Mobile Apps in compliance with latest GIGW Version 2 guidelines and same shall be security audited by a CERT-IN Empanelled agency.
- Integration with technologies, application software(s), Payment Gateway, e-Forms etc. Designing, development and integration with secured payment gateway & eForms as per terms defined below:
- Integrate Online payment gateway services with acceptance of credit and debit cards (Visa, Master and Maestro) and internet banking of all public/ private banks (as per user requirement) providing such facility with the existing portal and any new / additional as specified by user department from time to time
- Generation of receipts/acknowledgement
- Automated reconciliation and generation of necessary reports etc
- Design and development of the Electronic form application in Secure & Usable format.
- Portal solution may include development of a complete application for electronic receipt of e-Forms, MIS reporting for various stakeholders, Monitoring and managing the various applications, printing of submitted application forms, Status Update of individual e-Form application, Status update of individual e-form application, Status tracking by users, Query Service and payment handling.
- Workflow architecture & software development may also be part of the requirement.

Indicative List of Proposed Phases of Project Life Cycle & Activities

Study,

Requirement identification and Analysis

Detailed discussions with concerned stake holders to understand the overall objectives of the assignment.

Finalization of Project Objectives/Requirements.

Finalizing the detailed list of activities, scope and duration of each of the activity and detailed project plan.

Submission of detailed Project Proposal /Plan.

Signoff on detailed project plan, activities, timelines etc stakeholder/user department.

Ä Design

Detailed Requirement gathering and analysis

Study and analysis of existing /Similar website and Mobile apps and include best practices in draft design

Submission of detailed Report (High level and Low level application designs or SRS, FRS etc. as the case may be) covering requirement & functional aspects. The selected agency shall also be required to undertake the following tasks:

Coordination and collection of required content from the concerned stakeholder.

Integration and Consolidation of data and information.

Preparation of Content Structure/ Information Architecture for the website/mobile app.

Approval of prototype (design interface) developed by agency from the stakeholder.

Approval on the content gathered by the client department & Client Sign-off for Design finalization.

Development, Testing and Implementation

Provide front-end user interface for Content Population & Content Management that allows a user, even with limited expertise, to add, modify and remove content from a Web site/ mobile app.

Application Development and Unit Testing, Integration Testing, System Testing, Functional Testing and Data Migration (wherever applicable).

Testing of developed Websites, Web Portals, Applications (Web based & Mobile).

Conduct User Acceptance Testing (UAT) and further, relevant modifications based upon User Feedback, for UAT sign-off of the completed Websites, Web Portals, Applications (Web based & Mobile).

Submission of report on developed website/mobile app and Sign off by user department.

Operation and Maintenance support

Identify and execute training requirements for successful execution of project.

Creation of necessary documents and User Manuals and Technical Manual for training.

Support on Training/ Demo on need basis.

Warranty Maintenance / Annual Maintenance of Websites, Web Portals, Applications (Web based & Mobile).

Handover of Websites, Web Portals, Applications (Web based & Mobile) to user department along with technology transfer, and source code.

The agency shall also provide support as and when required by the User Department during the O&M period.

In addition to the phases as defined above, wherever applicable the selected agency will perform the following as per the requirement of user:

Design and Development of Websites, Web Portals, Applications (Web based & Mobile) Devices having capability to connect directly to Service Provider's central system through laptops, handheld devices, mobile etc. used for financial inclusion at grassroots level.

Designing interface/ mechanism for Mobile based application along with other interfaces as defined through the Scope of Work of the bid document.

Adherence to all Web Application Audit/ Compliance and Approval / Security Features.

Buyer's Obligations

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Except as expressly otherwise provided, the Buyer shall, at its own expense, provide in timely manner all the necessary facilities so that Service Provider's employees can perform and deliver project objective as per agreed Terms and Conditions.

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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.

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The Buyer shall not be under any obligation for providing employment 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.

Note :Timelines and number of notional technical resources are to be defined as per Project size and shall be deduced after due consultation with prospective service providers registered on portal . For this purpose the concerned User Department may call a pre-bid meeting too in formal manner .

À Service Provider's Obligations

Hired À agency shall be responsible for handling all technical issues related to hosting of Websites, Web Portals, Applications (Web based & Mobile), etc. in coordination with concerned user department . Hired agencies shall also be responsible for handling the issues related to management of Database and applications during the project duration.

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Indicative Deliverables :The following is a list of Indicative deliverables proposed through this tender. However actual deliverables will depend upon project specific requirements and will be finalized in consultation with user department.

- High Level and Low Level Design Architecture Document
- Software Requirements Specification (SRS)
- User Manual /SOP
- Technical Manual
- Data Backup/ Archival Process
- Requirement Traceability Matrix
- Source Code
- Security Audit Certification by Cert-In agencies of MeitY.
- SSL Certificate (To be procured by Bidder)
- Preparation of Websites in compliance with GIGW- version 2 to obtain website quality certificate.
- Translation Services for new/existing Websites / Portals.
- Proof reading / validation and correction of the translated and entered data and submission of error free sentences in softcopy, by agency.
- Validation certificate of the translation done by the Agency shall be given by the User Department.
- Submission of print-outs of the translated sets (12 pt size print) for verification to the User Department by agency.
- Data Entry of translated sentence in Unicode font of respective language by the agency.

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Special Terms & Conditions

AMC: Agencies selected À through the bidding À process, would be required to provide free off-site Warranty for a period of one year post the implementation limited to Bug Fixes and / or Website Maintenance to ensure the portal / application is up and running. Maintenance shall be charged after the completion of the period of warranty. After completion of Warranty, the user department may opt for Annual Maintenance Contract (AMC).

Annual Maintenance Contract (AMC) cost shall be excluding of the cost incurred in Feature Enhancement, Content Updation and other task(s) as proposed by the User Department.

Annual Maintenance Cost shall be quoted as a percentage of the overall project cost (inclusive of taxes).

During the AMC period, the agency shall be responsible for managing all technical issues relating to operations of the website.

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À Manpower/Resources related terms and conditions

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- A Service Provider would be required to provide enough and qualified manpower 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.
- 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.

(Signature)
Coordinator of e-Governance
K.G. Patel University (U.P.)
Gurgaon

- The Service Provider shall exercise adequate supervision to reasonably ensure proper performance of project A in accordance with Schedule of Requirements.
 - 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.
- 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. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Buyer.
- The responsibility of effective and efficient delivery of project 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.
 - 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.
 - 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.
 - 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 as had registration for income tax.
 - 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.
 - In case T&M mode of hiring, Leave will be governed as per buyer notification. 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. 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
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 - 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.
 - 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.

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

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

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A (a) under the Prevention of Corruption Act, 1988; or

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(b) the Indian Penal Code or any other law for the time being in force, for causing A any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

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(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.

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(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.

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

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A 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.

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Force Majeure: A 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:

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(a) Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics

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(b) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos

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(c) 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.*

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À 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.

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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.*

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À Limitation of Liability: (a) The liability of resources / service providing agency (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.

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À (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.

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À (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.*

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À Indemnification:

Service Providing Agency / Supplier of Tech Resources for Projects (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.

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

À (a) When the terms and conditions of contract is breached/infringed.

À (b) When contract is being terminated due to non-performance of the Successful Bidder.

À (c) 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.*

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À Termination for default :

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(Prof. A. K. Mohanti)
Controller of Examinations
K. J. Somaiya Institute of Management Studies & Research
University of Mumbai

Intellectual Property Rights

User Department A shall acknowledge that in performing services under the Contract, the empanelled Agency may use empanelled Agency's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by the empanelled Agency prior to or independent of the services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the services hereunder, {& the empanelled Agency Pre-Existing IP}. Notwithstanding anything to the contrary contained in the Contract, the empanelled Agency shall continue to retain all the ownership, the rights title and interests to all the empanelled Agency Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting the empanelled Agency from using the empanelled Agency Pre-Existing IP in any manner. To the extent that any of the empanelled Agency Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under the Contract, the empanelled Agency hereby grants to User Department A a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such empanelled Agency Pre-Existing IP in connection with the deliverables and only as part of the deliverables in which they are incorporated or embedded. The foregoing license does not authorize User Department A to (a) separate empanelled Agency Pre-Existing IP from the deliverable in which they are incorporated for creating a standalone product for marketing to others; (c) except as specifically and to the extent permitted by the empanelled Agency, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Supplier Pre-Existing IP.

All the intellectual property rights in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party User Department / the Hired Agency's licensor and to the extent required for the purposes specified in the Contract , User DepartmentA shall have user rights in accordance with license Contract (EULA) as applicable for use of such software.

User DepartmentA shall warrant that the materials provided by User DepartmentA to hired A Agency shall be duly owned or licensed by User Department.

It stands clarified that there shall be no commercial exploitation of the empanelled agency Pre-existing IP.

Confidentiality

Selected agency (the "Receiving Party") shall acknowledge and agree to maintain the Confidentiality of Confidential Information (as hereafter defined) provided by the user department (the "Disclosing Party"). The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under the Contract Agreement.

The provisions respecting confidentiality shall not apply to the extent, but only to the extent, that the information or document is: (i) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (ii) subsequently learned from an independent third party free of any restriction and without breach of this provision; (iii) or becomes publicly available through no wrongful act of the Receiving Party; or (iv) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party, or (v) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange provided, however, that the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure).

The work order/contract with the user department may define more stringent confidentiality obligations depending on the nature of information / data being shared. In such event, the more stringent obligations shall prevail.

Payment may be made by buyer as per their own Time Line and Corresponding Mile Stone Based Deliverable and as per details uploaded with bid documents

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A In case of T&M Mode of hiring , Service Provider is required to pay salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer along with a declaration from HR dept. of the Service Provider that all statutory requirements like PF, ESIC etc. have been complied. A The buyer organization may ask for further proof, all statutory documents like PF , ESIC , bank statement etc whenever required.

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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.

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.

All applicable taxes and duties 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.

Escalation towards payment of salaries / wages of the employees shall not be accepted on any ground during the contract period.

(j) 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.

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

(a) Cumulative penalties reaches 10% of the contract value

(b) 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.

(c) 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

(a) Penalties for a specific month / period shall be capped at 10% of bill generated for that particular month / period.

(b) 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:


S.N		Service level agreement	Penalties for non-compliance
		Delay in completion of task as per milestone	@ 0.5% of the milestone payment block / value for delay of each week. In case cumulative penalty touches 10 % of milestone payment value , cancellation of the contract may be done with cancellation charges @ 10% of the order value. This may be adjusted by encashing the PBG . If there is PBG equivalent to 10 % of contract, same may be encashed in toto and contract cancelled etc .

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


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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. 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.

