

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687744747076

Contract Generated Date | अनुबंध तिथि: 16-Jun-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3309518](#)

Organisation Details   संगठन विवरण	Buyer Details   खरीदार विवरण
Type   प्ररूप : Central Government Ministry   मंत्रालय : Ministry of Education Department   विभाग : Department of Higher Education Organisation Name   संगठन का नाम : Indian Institute of Technology (IIT) Office Zone   कार्यालय क्षेत्र : IIT Dharwad	Designation   पद : JS CS Contact No.   संपर्क नंबर : - Email ID   ईमेल आईडी : buycon3229.iiti.ka@gembuyer.in GSTIN   जीएसटीआईएन : - Address   पता : IIT Dharwad, WALMI Campus, Next to High Court, Dharwad 580011, DHARWARD, KARNATAKA-580011, India

Financial Approval Detail   वित्तीय स्वीकृति विवरण	Paying Authority Details   भुगतान प्राधिकरण विवरण
IFD Concurrence   आईएफडी सहमति : No Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम : DIRECTOR Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम : DIRECTOR	Role : PAO Payment Mode   भुगतान का तरीका : Offline Designation   पद : AR Admin Email ID   ईमेल आईडी : pao1.iit.dharwad@gembuyer.in GSTIN   जीएसटीआईएन : - Address   पता : IIT Dharwad, Dharward, KARNATAKA-580011, India

Consignee Details   परेषिती विवरण		
S.No   क्र.सं.	Consignee Name & Address   परेषिती नाम & पता	Service Description   सेवा विवरण
1	Contact   संपर्क : - Email ID   ईमेल आईडी : buycon3229.iiti.ka@gembuyer.in GSTIN   जीएसटीआईएन : - Address   पता : IIT Dharwad, WALMI Campus, Next to High Court, Dharwad 580011, DHARWARD, KARNATAKA-580011, India	Hiring of Professionals for Application Development and Maintenance - REFER TO ATC; REFER TO ATC; REFER TO ATC

Service Provider Details   सेवा प्रदाता विवरण	
GeM Seller ID   जेम विक्रेता आईडी : ZE18230008212291 Company Name   कंपनी का नाम : ONEMBPS WEB SOLUTIONS PRIVATE LIMITED Contact No.   संपर्क नंबर : 09249939191 Email ID   ईमेल आईडी : info@onembps.com Address   पता : 6/134, No. 16, Choice Garden, Cherur, Thrissur, KERALA-680020, - MSME Registration number   एमएसएमई पंजीकरण संख्या : UDYAM-KL-13-0038863 MSE Social Category   एमएसई सामाजिक श्रेणी : OBC MSE Gender   एमएसई लिंग श्रेणी : Male GSTIN   जीएसटीआईएन : 32AABCO3570F1ZT	

\*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Buyer

Service Details   सेवा विवरण	
Service Start Date (latest by)   सेवा प्रारंभ दिनांक (नवीनतम) : 23-Jun-2023	Service End Date   सेवा समाप्ति तिथि : 28-Mar-2024

Category Name   श्रेणी नाम : Hiring of Professionals for Application Development and Maintenance	
Billing Cycle   बिलिंग चक्र : monthly	

Description   विवरण	Number of Resources as per role selected	Rate per resource per month
Deployment of resource		
Type of roles	REFER TO ATC	
Role	REFER TO ATC	
Certification requirement for deployed resource	REFER TO ATC	
Experience in Tools and Frameworks	Not Applicable	
Whether buyer will conduct interview of proposed resources before deployment	Yes	
Experience in Languages	Not Applicable	
Qualification of resource	REFER TO ATC	
	1	75000

Experience in Platform/Database	Not Applicable
Relevant Functional / Domain Expertise	REFER TO ATC
Relevant experience in years	REFER TO ATC
Number of months for which resource(s) needs to be deployed during contract period	9

**Total Amount (Formula) | कुल राशि (सूत्र) :**  
( Rate per resource per month\*Number of months for which resource(s) needs to be d employed during contract period\*Number of Resources as per role selected )

Total Value without Addons   ऐडऑन के बिना कुल मूल्य (INR)	675000
Total Addon Value   कुल ऐडऑन मूल्य (INR)	0
Total Value Including Addons   ऐडऑन सहित कुल मूल्य (INR)	675000

<b>Amount of Contract   अनुबंध की राशि</b>	
Total Contract Value Including All Duties and Taxes   सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)	675000

**SLA Details | एसएलए विवरण**

**SPECIAL TERMS AND CONDITIONS FOR HIRING OF PROFESSIONALS FOR APPLICATION DEVELOPMENT AND MAINTENANCE**

**1. Preamble**

A. All Hiring of Professionals for Application Development and Maintenance service related contracts placed through GeM shall be governed by the following set of Terms and Conditions:

- I. General terms and conditions for Goods and Services.
- II. Service STC contained in this document
- III. BID / Reverse Auction specific ATC

B. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions.

C. This document represents the Special Terms and Conditions ("STC") and the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, stakeholders' obligations and terms and conditions of all services covered as mutually understood by the stakeholders.

**2. Objectives and Goal**

The objective of this document is to ensure that all the special terms and conditions are in place to ensure consistent delivery of services to the buyer by the service provider. The goal of this document is to:

- Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
- Present a clear, concise and measurable description of services offered to the buyer
- Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

This document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.

**3. Stakeholders**

The main stakeholders associated with this agreement are:

1. Buyer: The Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms.
2. Service Provider: The service provider is responsible to provide all the required services in timely manner and to the satisfaction of buyer or its authorized representative. The service provider may also include seller, supplier/bidder/contractor, any authorized agents, permitted assignees, successors, and nominees as per the context and as described in the document

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.

**4. Service Scope**

This service may be availed to hire IT resources basis person-month rates for the purpose of solutioning/architecture, application development, testing, database administration & development, UI/UX, roll-out management, technical documentation, and other related scope of work.

- Buyer is expected to upload detailed scope of work while creating a bid
- Buyer may specify if interview of candidate will be conducted during bid creation.

**5. Terms and Conditions**

**5.1 Buyer's Obligations**

- i. Except as expressly otherwise provided, the Buyer shall, at its own expense, provide all the required internet facilities at the location(s) and other supporting licenses, hosting infrastructure etc where the services are to be provided to enable Service Provider's employees to perform and deliver the scope of work.
- ii. 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.
- iii. 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.
- iv. Buyer or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, acceptance certificates, payments etc. to the service provider

**5.2 Service Provider's Obligations**

- i. The service provider would be required to provide sufficient and qualified manpower as specified in the bid and capable of supporting the functioning of the project/department.
- ii. Regular progress reporting and review of the same with the concerned buyer representative will be an integral part of the responsibility of the Service Provider.
- iii. The 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 resources provided must be deployed for the duration of the contract. In situations that necessitate the replacement of any resource, the alternate resource proposed must be equally or better qualified than the previous resource. Furthermore, the replacement of any resource must be approved by the Buyer. Service Provider must also ensure that a suitable handholding (Knowledge transfer) period is provided by the outgoing resource to the new resource.
- iv. The Service Provider shall provide manpower at Buyer's premises / offsite 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 of the Contract. The Service Provider shall abide by such assignments as provided by the Buyer from time to time.
- v. The service provider will follow the working hours and calendar of the buyer department. In an event of deployed personnel availing leave, prior permission from buyer needs to

be taken and if required by buyer suitable substitute(s) shall be provided by service provider as per mutual understanding with buyer.

vi. 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.

### 5.3 Standard Terms and Condition

i. Independent Contractor - The relationship between Buyer and service provider under this agreement is that of principal to principal basis and neither party shall have the power or authority to bind or obligate the other party except as expressly set forth in this Agreement. Therefore, Service Provider nor the personnel of the Service Provider shall become the employee of the Buyer under this Agreement. The Buyer shall also not be liable to the service provider nor its personnel, beyond the scope and the fees as mentioned in the STC. For the sake of clarity, it is stated that Buyer shall not be responsible for any claim such as salary or allowances, bonus, compensation, damages or anything arising out of their employment/duty under this STC. The Service Provider shall make them known about this position in writing before deploying the personnel to the Buyer site. The Buyer shall in no way be responsible for the violation of any laws from the time being in force, either by the Service Provider or its employees.

ii. 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.

iii. In an event that, for any reason, the manpower provided changes their contact number during the tenure of the contract then the service provider will immediately notify the buyer of the above change.

iv. The persons deployed by the service provider shall solely be the responsibility of the service provider and buyers shall have no obligation for any sort of claims raised by the service provider's employees/personnel. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the buyer's premises and shall be responsible to fulfil all obligations under applicable laws without any recourse to the buyer.

v. The service provider shall be liable for ensuring compliance with the provisions of all applicable laws including but not limited to Labour Law [Central/State] and specially Workmen Compensation Act, EPF Laws, ESI Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act), Pollution Control Board and any other relevant acts as may become applicable during the tenure of the contract. The onus of compliance to all the applicable Laws/Acts/Rules shall rest with the service provider only and the buyer will not be liable in any manner.

vi. The service provider shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same may need to be submitted by the service provider. The service provider shall be responsible for any type of statutory/mandatory claims or penalties in light of the default with reference to the above-mentioned Laws/Acts/ Rules.

vii. 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.

viii. The service provider shall also provide at its own cost all benefits- statutory or otherwise, to all its deployed personnel and the buyer shall not have any liability whatsoever on this account.

ix. If required by the buyer and wherever applicable, the service provider shall provide 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.

x. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with the buyer. In case the manpower deputed by the service provider is found not suitable, the service provider shall replace such manpower without any additional cost to the buyer, if directed by the buyer. The Service Provider may remove / replace any resource with an equally or better qualified resource only after seeking prior permission of the Buyer.

xi. The Buyer or its representative shall have the right to inspect and/or to test the Services/Solution/Technology at any time to check their conformity to the contract specifications at no extra cost to the Buyer.

xii. 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.

xiii. Limitation of Liability: Notwithstanding anything to the contrary herein, in no event shall the buyer be liable for the death, injury or accident to the staff engaged by the Service Provider for any such study which may arise out of and in the course of performing duties and shall not be liable to any damages or compensation to such person or third party.

xiv. The Service Provider shall not use Confidential Information, 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.

xv. Indemnification Clause: Service Provider shall indemnify the Buyer from any third party claims, for the data breach of personal details, in addition to other remedies and damages available, to the Buyer including seeking for temporary injunction to restrain further violation of the breach of such data.

xvi. 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 buyer.

### 5.4 Payment Schedule

i. The Payment Procedure shall be in as specified in the General Terms and Conditions of GeM.

ii. Payment schedule to be as per payment terms specified in bid document.

### 6. Penalties and Termination

S No.	Description	Penalty (in %age of contract value)
1.	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, penalty @1% per day of the value of monthly cost. Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.
2.	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, penalty @ 1% per day of the total value of the absent resources up to 15 days. Beyond 15 days, penalty @ 2% per day of the total value
3.	Replacement of a resource by Service Provider without the Buyer's consent	Penalty equivalent to one month's fees of the resource.
4.	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.

5	If any terms breached beyond 3 instances in any billing period	Penalty Breach of contract (in %age of contract value)
6.	If cumulative penalties reach 10% of the contract value	Termination of contract

#### Corrigendum | शुद्धिपत्र

1. **Extended Upto** | तक बढ़ाया गया : 2023-05-10 11:00:00

**Additional Required Data/Document(s) : Buyer** | अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार

1. **Payment Terms** : REFER TO ATC
2. **Buyer to specify Minimum number of IT Professionals on payroll and the required supporting documents** : REFER TO ATC
3. **Certification Requirements of service provider** : REFER TO ATC
4. **Scope of Work** : [click here](#)

**Additional Data/Document(s) : Seller** | अतिरिक्त डेटा/दस्तावेज़ : विक्रेता

1. **Certificate (Requested in ATC)** : [click here](#)

#### ePBG Detail | ईपीबीजी विवरण

**Advisory Bank** | सलाहकार बैंक :

NA

**ePBG Percentage(%)** | ईपीबीजी प्रतिशत (%) :

NA

#### Terms and Conditions | नियम और शर्तें

##### 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 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) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

##### 2. Buyer Added Bid Specific Terms and Conditions-

###### 2.1 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#) .

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

**नोट:** यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।