

17-बी. श्री अरविंद मार्ग, नई दिल्ली 110 016



(Deemed to be University)

17-B, Sri Aurobindo Marg, New Delhi 110 016

EPABX 91-11-2656 5600, 2654 4800

Fax 91-11-2685 3041, 2686 5180

E-mail nuepa@nuepa.org

Website www.nuepa.org

By Speed Post No. F. 44-2/2015-16/GA April 12, 2021

M/s Laxmi Chand and Sons 65/57, 1st floor, New Rohtak Road, New Delhi- 110005

Subject: Award of Contract for Housekeeping Services at NIEPA Office and Hostel.

Sir/Madam,

With reference to your quotation on the subject matter, we are pleased to award the contract for housekeeping services at NIEPA Office and Hostel upon the following Terms and Conditions initially for a period of 03 months which can be extended up to 01 year subject to satisfactory performance.

The Services under this subject contract will be rendered through deployment of 02 supervisors and 20 Housekeeping personnels, which may be reduced/increased as per requirement time to time, at the rate indicated against each below:

At NIEPA Office & NIEPA Hostel:

Category	Supervisor	Cleaning Personnel
Minimum Wages- per person*	17991	14842
EPF@13%	1950	1929.46
ESI @ 3.25%	584.7	482.36
Any other Charges	10	10
Service Charges	17.99	14.84

GST (as applicable) extra

- * As per daily wages approved by the GNCT of Delhi from time to time.
- ** Garbage Disposal Charges will be Rs. 3,000/- per month + GST (as applicable)

1. The payment for laundry services at NIEPA hostel will be made separately as per the rates indicated below, on production of bill duly certified by the Warden for receipt of laundry services as per bill.

Page 1 of 5

-Rates for General Laundry Service in Guest House

Sl.No.	Service	Item	Unit Ra	te(Rs.)	
A	Washing & Ironing				
	1,	Bed Sheets		15/-	
	2.	Bed Covers		15/-	
	3.	Pillow Covers		8/-	
	4.	Bath Towels	1(
	5.	Hand Towels		7/-	
В	Dry Cleaning				
	1.	Blankets		250/-	
	2.	Curtains		100/-	
С	Shampooing & Cleaning				
	1.	Sofa Seats & Covers	(100+50)	150/-	
	2.	Fabric Chairs		100/-	
	3.	Quilt		200/-	

-Individual Laundry Service in Guest House (To be paid by Guests)

SI.No.	Service	Unit Rate(Rs.)		
	***************************************	Washing	Ironing	Dry Cleaning
1.	Trousers/Jeans	30/-	10/-	75/-
2.	Shirt	25/-	5/-	70/-
3.	Woolen Coat	100/-	55/-	150/-
4.	Woolen Pant	50/-	25/-	10/-
5.	Cardigan/Sweaters	35/-	15/-	75/-
6.	Kurta & Pyjama	100/-	10/-	125/-
7.	Woolen Suit	60/-	75/-	150/-
8.	Ladies Suit	60/-	20/-	75/-

- 2. The Supervisor to be deployed under this Contract will be professionally qualified and experience and English and Hindi speaking. The Supervisor to be deployed at NIEPA hostel should be a holder of Diploma/ Degree in Hotel Management or Hospitality Services with suitable hands on experience in Hotel/Hostel/Guest House.
- 3. The Housekeepers to be deployed under this Contract will also be qualified having qualifications of not less than Matriculation certificate and with experience of having worked in a Hotel or Guest House.
- 4. You will not be permitted to deploy such persons as housekeepers in our premises who have earlier served at this Institute directly or through any other contractor.
- 5. Manpower provided for carrying out services will be accepted only with proper uniform supplied by the Contractor and should be below 50 years of age.
- 6. Material will be provided by NIEPA and other supporting things to be provided by contractor for the purpose of maintaining absolute cleanliness in the entire NIEPA office and hostel premises.
- 7. Cleaning i.e. sweeping and scrubbing of all Rooms, Stairs and Corridors of 4 Floors of NIEPA office main building and 6 Floors of NIEPA Hostel, daily twice before opening and after closing.

Page 2 of 5

15-6-15-57



- Cleaning of toilets of 4 floors of NIEPA office building and 6 floors of NIEPA Hostel 8. including WCs and washbasins, urinals, etc. with Vim at least twice daily and with acid on every Friday. Providing Phenyl (Trishul)/Cleanzo Pocha in the toilets, water cooler areas and wherever whenever necessary.
- To keep all sewer lines, main exits silt as well as stoppage free.
- Wiping and cleaning of items such as all furniture, equipments, telephone, grills of airconditioners, venation blinds etc. cleaning scrubbing, waxing doors, walls, brass name plates cleaning of carpets etc.
- Cleaning of window panes, doors and firefighting equipment once a week.
- Washing floors of corridors with Vim/Detergent once a week preferably on 12. Saturday/Sunday
- 13. Finit sprays in the rooms at least once a week and also as and when called for by concerned branch and to be regularly done on Friday evening positively.
- Putting HOMOCOLE liquid soap once in all toilets day 100 ml. at 9.00 a.m.
- 15. Putting sanitary cubes/naphthalene balls in urinal pots @ 100 gms. per pot daily.
- 16. Providing toilet papers in such a way that toilets have the same daily. All toilets are to be cleaned once in a week by using acid.
- 17. Removal of cobwebs at least once a week. To be certified by the caretaker on every Monday.
- 18. Daily collection, removal and evacuation of garbage/waste material, etc. from University premises and from central garbage bin of NIEPA to MCD site.
- 19. Weekly pocha of phenyl/cleanzo in rooms once a week positively and to be certified on every Monday by Hostel Warden/Caretaker.
- 20. The Contractor will ensure for payment of minimum wage per month as per notification issued by the Govt. of NCT of Delhi in the first week of every month at a pre notified date, time and place (premises of NIEPA) and in presence of representative of NIEPA.
- 21. Payment of Bill: The Contractor will submit his monthly bill in duplicate alongwith muster roll for disbursement of wages and the document in support of payment made by him towards PF, ESI, etc. in the first week of every month for services rendered in previous month duly certified by authorized nominee of the University which will be paid within a week's time if found in order.
- 22. The service providing Firm/Agency, if found not depositing the money in ESI/EPF account and not maintaining/depositing proper record of the same with NIEPA, their services will be terminated immediately without any notice.
- 23. The contractor will be required to deposit a refundable security of Rs. 50,000.00 (Rupees fifty thousand only) with NIEPA. If at any time during the currency of contract, deficient service/men/material is provided by the contractor in contravention of terms of contract, the NIEPA shall be free to terminate the contract without assigning any reason. In case of default in performance of duty by the contractor, the security of the contractor will be forfeited along with termination of contract by NIEPA and NIEPA shall not be bound to pay any compensation of any kind in this regard.
- 24. The contractor shall be liable to employ such person(s) as it may deem fit to carry out the terms of the agreement. The persons(s) employed by the contractor shall be the employees

Page 3 of 5



of the contractor and shall always be deemed to be employees of the contractor and NIEPA shall not be liable for any of the employees against the contractor in any manner on any account.

- 25. The manpower deployed by Contractor shall also ensure filling up of water in the water/air coolers wherever provided at the workplace.
- 26. NIEPA shall however be free to ask the Contractor to withdraw any particular cleaner without disclosing any reason for the same. The Contractor has agreed to withdraw any of its Cleaners as and when demanded by NIEPA.
- 27. That, if the work carried out by the contractor is found not to be satisfactory and requires more manpower, the Contractor shall provide the same on a short notice.
- 28. Verification of character and antecedents of the cleaning personnel through the Police shall be the responsibility of the Contractor before deployment of such persons for carrying out the work entrusted to the contractor under the agreement.
- 29. The Contractor shall immediately supply to NIEPA bio-data with photographs of all the persons to be deployed by the Contractor so as to avoid any unauthorized person entering the premises of NIEPA.
- 30. The Contractor will also submit the documents in respect of the Cleaners who will be posted with NIEPA, the P.F. Accounts, and about E.S.I. facilities being provided to the cleaners by the Contractor at the end of the year.
- 31. The Contractor will also issue Identity Cards to the Cleaners who will be deployed with NIEPA.
- 32. NIEPA shall not provide any transport, Canteen, Medical or Living facility to the cleaners which shall be the sole liability of the Contractor.
- 33. The Contractor and its Cleaners shall be responsible for the security of materials of NIEPA on the premises of their deployment.
- 34. The cleaning personnel will not include in any activity which may have adverse criminal and civil consequence to the NIEPA and any criminal activities, malpractices or undesirable act. In case of any loss and damage caused to the NIEPA on account of any act on the part of the Contractor and/or its employees, the Contractor shall be solely responsible and shall also be liable to indemnify NIEPA against any loss and damage caused to NIEPA.
- 35. The Contractor shall continue to be responsible for cleaning personnel, in respect of the terms and condition of their services. Payments, attendance, medical care, disciplinary matters etc. of such cleaning personnel shall remain fully under the administrative control, financial control and supervision of the Contractor. The agency shall perform the terms of the agreement in consonance with the requirement of NIEPA and suggestion and orders passed by the NIEPA from time to time
- 36. The Contractor shall have to change or replace cleaning personnel as and when required by NIEPA whether or not such personnel, are found guilty of misconduct. It shall not be necessary for NIEPA to assign any reason to the Contractor or the cleaners or any other person in respect of any such change or replacement required by NIEPA.
- 37. In consideration of the obligation undertaking by the Contractor under the agreement NIEPA shall pay to it charges on the basis of a number of category of such cleaning personnel

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284)

actually engaged by it for the effective operation of the Agreement based on their quotation

- 38. The validity of this contract will be for a period of one year. The contract can be terminated at any time on giving a written notice from either side, PROVIDED THAT NIEPA shall have the option to renew or continue this contract on same terms and conditions for any further period from the date of expiry thereof.
- 39. The services under this contract shall be under the supervision of NIEPA's nominated officers.
- 40. The number of duty hours per cleaner should be as per the provisions in the Labour Laws and in no case shall exceed 12 hours in time of emergency as otherwise extra fatigue will speak on the mental and physical health and the performance of the cleaners. However, compliance of labour laws be sole responsibility of the Contractor and shall be liable for infringement of any laws, Rules and Regulations applicable to any of the Housekeeping personnel who be out on duties with NIEPA under the Agreement.
- 41. In case any necessity arises for any of the parties to this Agreement to have resources of a Court of Law, the appropriate Court of Law at Delhi alone will have jurisdiction.
- 42. In the event of services not found satisfactory, the contract may be terminated with short notice of period not exceeding 7 days.
- 43. The payment of wages to the manpower deployed by you will be made on or before 7^{th} of every month by you in the presence of representative of NIEPA at a pre-fixed date, time and place on the basis of muster rolls.
- 44. Before deployment of any person in the premises of NIEPA Office, the particulars of such person along with his credentials will be got and approved by the authorized nominee of NIEPA.
- 45. An agreement on non-judicial stamp paper should be executed within a week's time.

If the above Terms and Conditions are acceptable to you, you are requested to return the duplicate copy of this letter and execute an agreement on non-judicial stamp paper signed and accepted and take up the housekeeping services w.e.f. 16.04.2021.

With regards,

Date:

Place:

(D.S. Thakur) Administrative Officer (1/c)

Page 5 of 5



Dr. D.S. Thakur

Administrative Officer (I/c)

Ph.No.: 011-26544833

F.No. 37-8/2014-15/GA February 2, 2022

To

M/s Corporate Infotech Pvt. Ltd. Regd. Office: A-16, Jangpura Extention, New Delhi-110014

Corporate Infotech Pvt. Ltd. Head Office: E-81, Sector 6, Noida Uttar Pradesh - 201301

Subject: Extension of CAMC of Computers and Peripherals.

Sir/Madam,

This is with reference to your proposal vide Letter No. CIPL/NIEPA/CAMC/21-22 dated 18.11.2021 regarding extension of Comprehensive Annual Maintenance Contract of Computers and Peripherals for a further period of one year.

2. I am pleased to inform you that the Competent Authority, NIEPA has extended your contract for a further period of one year w.e.f. 01.02.2022 to 31.01.2023 on the same rates and terms and conditions as of the original contract awarded vide letter of even number dated 21.01.2021 (copy enclosed). The updated list of items to be included in the AMC is as follows:

S.No.	Item Description	Quantity
1.	Desktop Computer	140
2.	Laptop	60
3.	Printers	104
4.	Networking equipment	38

3. You are requested to acknowledge receipt and furnish confirmation within 15 days of receipt of this letter.

With regards,

नीपा / NIEPA

ोषण अनुषाग / DESPATCH SECTION

(D.S. Thakur)





Sanction Order

Sanction No: 511687729652907 **Sanction Date:** 24-Mar-2022

Sanction of the competent authority is hereby conveyed for incurring an expenditure of amount as under towards the cost of Purchase order/Contract placed on the Seller for Supply of Goods/Services as per the contract for making payment to the Seller subject to deduction of TDS as applicable:

Organisation	Details	Buyer Details	
Type: Ministry: Department: Organisation Name: Office Name:	Central Autonomous Ministry of Education Department of Higher Education National University of Educational Planning and Administration (NUEPA) New Delhi 110016	Name: Designation: Email ID: GSTIN: Address:	Satish Kumar Assistant buycon1.nuepan.dl@gembuyer.in 17B, Sri Aurobindo Marg NCERT Campus SOUTH DELHI DELHI - 110016

Financial Approval Detail

Designation of official providing Administration approval:

Vice-Chancellor

IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required?

NO

Budget availablity

YES

Designation of official providing Financial approval:

Vice-Chancellor

Seller Details

Company Name:

M/S WEATHER CONTROL ENGINEERS

Email ID:

weathercontrol2007@gmail.com

M/S WEATHER CONTROL ENGINEERS

Address:

NEW DELHI DELHI - 110092

Service Details

#	Services	Ordered Quantity	Price per Quantity	Contract Period	Billing Cycle	Est. Amount
1	Annual Maintenance service-AIR CONDITIONER	231	1170.0	Start Date: 07.04.2022 00:00 End Date: 06.04.2023 00:00	quarterly	270270.0
Tot	Total Order Value (in INR)					

Consignee Details

S.No	Consignee	Service-Name	Service-Details	Quantity
1	Satish Kumar buycon1.nuepan.dl@gembuyer.in 17B, Sri Aurobindo Marg NCERT Campus SOUTH DELHI DELHI - 110016	Annual Maintenance service-AIR CONDITIONER	Vintage: 3 to 5 years Number of Routine/ Preventive Maintenance Service Per Year: One Preventive Maintenance (Overhaul) + One Wet (Routine Service) + One Dry (Routine Service) Amc Brand: Hitachi Nominal Cooling Capacity in TON: Other/ assorted rating (as specified under specific Scope by Buyer) Amc Category: Air Conditioner-IS 1391 Condition of Air Conditioners (AT THE TIME OF BIDDING): Under AMC and Functional Type Of AIR CONDITIONER: High Wall Split AC Technology of Air Conditioner: Inverter (Variable Speed type), Non-Inverter (Fixed Speed type) Type of AMC: Comprehensive	231

Terms & Conditions

• 1. This issues under the power delegated to Ministries/Department of the Government of India vide Annexure to schedule V of the Delegation of Financial Power Rules, 1978 as amended from time to time.

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

राष्ट्रीय शैक्षिक योजना एवं प्रशासन संस्थान

17-बी, श्री अरविंद मार्ग, नई दिल्ली 110 016

NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND ADMINISTRATION

(Deemed to be University)

17-B, Sri Aurobindo Marg, New Delhi 110 016

EPABX 91-11-2656 5600, 2654 4800 Fax 91-11-2685 3041, 2686 5180 E-mail nuepa@nuepa.org Website www.nuepa.org

Dr. D.S. Thakur Administrative Officer (I/c) Ph.No. 011-26544833

> F.No. 37-5/2014-15/GA July 28, 2021

To

M/s Globus Infocom Ltd. A-66, Sector - 4, NOIDA District Gautam Buddha Nagar, Uttar Pradesh - 201301

Subject: Comprehensive AMC of CCTV installed in NIEPA Office.

Sir,

This is with reference to AMC award letter of even number dated September 9, 2020, the CAMC of CCTV system installed in NIEPA office building was awarded for a period of one year upto 31/05/2021.

- 2. You are informed that your proposal vide letter no. GIL.21-22.112 Dated 7^{th} June, 2021 has been accepted by the Competent Authority and the AMC of CCTV System installed in NIEPA office building has been extended for another year i.e. from 01/06/2021 to 31/05/2022 on the same rate of CAMC contract i.e. Rs. 72,697/-(Rs. 61,608/- + 18% GST) yearly. The terms and conditions of the contract will remain same as stipulated in the above mentioned award letter.
- You are requested to submit your acceptance in writing and return a signed copy of this letter.

Yours faithfully,

(D.S. Thakur)

राष्ट्रीय शैक्षिक योजना एवं प्रशासन संस्थान

(मानित विश्वविद्यालय)

17-बी, श्री अरविंद मार्ग, नई दिल्ली 110 016



NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND ADMINISTRATION

(Deemed to be University) 17-B. Sri Aurobindo Marq, New Delhi 110 016

EPABX 91-11-2656 5600, 2654 4800 Fax 91-11-2685 3041, 2686 5180
E-mail nuepa@nuepa.org Website www.nuepa.org

F.No. 42-11/2010-11/GA July 26, 2021

To

M/s Globus Infocom Ltd. A-66, Sector – 4, NOIDA District Gautam Buddha Nagar, Uttar Pradesh - 201301

Subject: Comprehensive AMC of CCTV installed in NIEPA Hostel.

Sir,

This is with reference to AMC award letter of even number dated September 9, 2020, the CAMC of CCTV system installed in NIEPA hostel building was awarded for a period of one year upto 31/05/2021.

- 2. You are informed that your proposal vide letter no. GIL.21-22.113 Dated 7^{th} June, 2021 has been accepted by the Competent Authority and the AMC of CCTV System installed in NIEPA Hostel building has been extended for another year i.e. from 01/06/2021 to 31/05/2022 on the same rate of CAMC contract i.e. Rs. 55,026/(Rs. 46,632/- + 18% GST) yearly. The terms and conditions of the contract will remain same as stipulated in the above mentioned award letter.
- 3. You are requested to submit your acceptance in writing and return a signed copy of this letter.

Yours faithfully,

(D.S. Thakur) Administrative Officer (I/c)



tenderniepa niepa <tender@niepa.ac.in> -

Submission of documents in reference to the award of a security service contract to M/s Alert Enterprises through the GeM portal

1 message

tenderniepa niepa. <tender@niepa.ac.in>

Mon, Mar 1, 202

To: alertenterprises@gmail.com

To: alertenterprises@gmail.com
Cc: Administrative Officer NIEPA <ao@niepa.ac.in>, Chander Prakash <chanderprakash@niepa.ac.in>, registrar@niepa.ac.in, vc@niepa.ac.in, anurodh@

To,

M/s Alert Enterprises, G-55, Left Side Basement, East of Kailash, South Delhi, New Delhi-110065

Sir/Madam,

It has reference to the online tender held on GeM portal for assigning a agency for security services in NIEPA. On your participation in the security service no. GEM/2020/B/910373 published on GeM portal on 08.12.2021, your security agency M/s Alert Enterprises has been awarded the contract on 25.02.20 the GeM portal. The awarded security service contract will start from the date 08.03.2021 (at 02:00 PM) as per the GeM provision. Furtherance to the abcrequested to submit the following documents to the Administrative Officer, NIEPA before the start date on the contract:-

(a) Transfer of Security Service Charge (takeover of charge) on 08:03.2021 at 02:00 PM.

- (b) Submit a license of the Contract Labour (Regulation & Abolition) Act, 1970 from Department of the State/Central Govt. or any other regulation body fo security service at NIEPA, New Delhi.
- (c) Get police verification of your agency and security guards (unarmed ex-serviceman) who will be posted/deployed at NIEPA, New Delhi and submit ver certificates.

(d) Submit the identity of Ex-Serviceman Security Guards (copies of ex-serviceman card/ discharge book).

(e) Submit a letter of acceptance on your letterhead referring to the GeM contract, agreeing on all clauses, scope of service and terms and conditions for service as provided in the bid and contract document.

A GeM contract and sanction order are enclosed herewith for your reference.

thanks and regards

(Anurodh Singh)
-Project Jr. Consultant
General Administration

National Institute of Educational Planning and Administration, New Delhi

Contact: 011-26544 820 (833, 874, 829)

Email- admingen@niepa.ac.in, chanderprakash@niepa.ac.in, ao@niepa.ac.in

2 attachments

511687707884309_SanctionOrder_2021-02-25-17-26-21_65ccddf29c21a53e9f33bcd442a26115 (1).pdf

Contract-GEMC-511687707884309-Thu_25-Feb-2021-17-27-19 (1).pdf 89K



Sanction Order

Sanction No: 511687707884309 Sanction Date: 25-Feb-2021

Sanction of the competent authority is hereby conveyed for incurring an expenditure of amount as under towards the cost of Purchase order/Contract placed on the Seller for Supply of Goods/Services as per the contract for making payment to the Seller subject to deduction of TDS as applicable:

Organisation	n Details	Buyer Details	
Type: - Ministry: Department:	Central Autonomous Ministry of Human Resource Development Department of Higher Education	Name: Designation: Email ID: GSTIN:	Naresh Bhardwaj LDC con3.niepa.delhi@gembuyer.in
Organisation Name: Office Name:	National University of Educational Planning and Administration (NUEPA) New Delhi 110016	Address:	17B, Sri Aurobindo Marg NCERT Campus SOUTH DELHI DELHI - 110016

Financial Approval Detail

Designation of official providing Administration approval:

VICE CHANCELLOR

IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required?

NO

YES

Designation of official providing Financial approval:

VICE CHANCELLOR

Seller Details

Company Name:

ALERT ENTERPRISES

Email ID:

alertenterprises@gmail.com ALERT ENTERPRISES

Address:

South Delhi DELHI - 110065

Service Details

#	Services	Ordered Quantity	Price per Quantity	Contract Period	Billing Cycle	Est. Amount
1	Security Manpower Service - Ex-Serviceman Unarmed Security Guard	15	312760.01	Start Date: 08.03.2021 00:00 End Date: 06.03.2022 00:00		4691400.15
Tota	al Order Value (in INR)					4691400.15

Consignee Details

S.No	Consignee	Service-Name	Service-Details	Quantity
1	Naresh Bhardwaj con3.niepa.delhi@gembuyer.in 17B, Sri Aurobindo Marg NCERT Campus SOUTH DELHI DELHI - 110016	Security Manpower Service - Ex- Serviceman Unarmed Security Guard	Number of Service Days in a Month: 26 Minimum Wage per Shift (Including PF, ESI, EDLI, PF Admin Charges and other Allowances if any) in INR: 849.45 Working Days in a Week: 7 Category of Personnel: Ex-Serviceman Unarmed Security Guard	. 15

Terms & Conditions

• 1. This issues under the power delegated to Ministries/Department of the Government of India vide Annexure to schedule V of the Delegation of Financial Power Rules, 1978 as amended from time to time.

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Contract

Contract No: GEMC-511687707884309

Generated Date: 25-Feb-2021

Bid/RA/PR No:GEM/2020/B/910373

Organisation Details

Type:

Central Autonomous

New Delhi 110016

Ministry:

Ministry of Human Resource Development

Department:

Department of Higher Education

Organisation

National University of Educational Planning and Administration

Name:

(NUEPA)

Office Zone:

Buyer Details

Designation: Contact No.: LDC

011-26544800-820

con3.niepa.delhi@gembuyer.in

Email ID: GSTIN: Address:

17B, Sri Aurobindo Marg NCERT Campus,

SOUTH DELHI, DELHI-110016, India

Financial Approval Detail

IFD Concurrence:

VICE CHANCELLOR

Designation of Administrative Approval: Designation of Financial Approval:

VICE CHANCELLOR

Paying Authority Details

Payment Mode:

Offline

Designation:

Finance Off

Email ID:

pao1.nuepan.dl@gembuyer.in

GSTIN:

17B, Sri Aurobindo Marg NCERT Campus,

Address:

Service Description

South West delhi, DELHI-110016, India

Consignee Details

Consignee Name & Address S.No

Contact: 011-26544800-820

Email ID: con3.niepa.delhi@gembuyer.in

Address: 17B, Sri Aurobindo Marg NCERT Campus,

SOUTH DELHI, DELHI-110016, India

Security Manpower Service - Ex-Serviceman Unarmed Security Guard

Service Provider Details

GeM Seller ID:

1

8FD2190000716594

Company Name:

ALERT ENTERPRISES

Contact No.: Email ID:

09810172089 alertenterprises@gmail.com

G-55.L-Side, Basement, East of Kailash, EAST OF KAILASH.

Address: South Delhi, DELHI-110065, -

MSME verified:

Yes

MSE Social Category:

General Male

MSE Gender:

GSTIN:

07AAIFA3460G1ZO, 07AAIFA3460G1ZO, 07AAIFA3460G1ZO

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

Unit Price

Other Charges

Service Details

Contract Start Date: 08-Mar-2021

Contract End Date: 06-Mar-2022

Including Quantity Allowances Service (Personnel over and above Needed) Minimum Wage inclusive of GST(% Per Month)

Total Amount (Formula)

(((Minimum Wage per Shift (Including PF, ESI, EDLI, PF Admin Charges and other Allowances if any) in INR*Number of Service Days in a Month)+((Minimum Wage per Shift (Including PF, ESI, EDLI, PF Admin Charges and other Allowances if any) in INR*Number of Service Days in a Month)*(0.18))+(Minimum Wage per Shift (Including PF, ESI, EDLI, PF Admin Charges and other Allowances if any) in INR*Number of Service Days in a Month*Other Charges Including Allowances over and above Minimum Wage inclusive of GST(% Per Month)/100))*(Contract Period/30)*Personnel Needed)

Security <u>Manpower</u> Service -

<u>Ex-Serviceman</u> <u>Unarmed</u>

Security Guard

Category Name:
Security Manpower
Service
zipcode: NA
Working Days in a
Week: 7
district: NA
Category of
Personnel:
Ex-Serviceman

0.010

15

4,691,400.15

Onarmed Guard
Buyer Parameter &
Addions:
Number of Service
Days in a Month: 26
Minimum Wage per
Shift (Including PF,
ESI, EDLI, PF Admin
Charges and other
Allowances if any) in
INR · 849 45

Total Amount Including All Duties and Taxes in INR

4,691,400.15

SLA Details - Security Manpower Service - Ex-Serviceman Unarmed Security Guard

 SERVICE STC SPECIAL TERMS AND CONDITIONS FOR <</p> /strong> SECURITY MANPOWER SERVICEPREAMBLE A. All Security Man Power Service contracts placed through GeM shall be Governed by following set of Terms and Conditions: and conditions for Goods and Services;(ii) Service STC contained in this document;(iii BID / Reverse Auction specific ATCB. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service STC which supersede GTC - only in case of any conflicting provisions.C. The above set of conditions along with Scope of service including price as enumerated in the Contract Document shall be construed to be part of the contract. represents a Special Terms and Conditions ("STC") 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 stakeholders. 2. STAKEHOLDERS The main stakeholders associated with this STC are: i. Buyer ii. Service ProviderThe responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses Service Level Agreement/ 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 document. The objective of SLA is to ensure that proper elements and commitments are defined to provide consistent delivery of service to buyer by service provider. The goals of the SLA 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 and Establish Terms and Conditions for all the involved stakeholders and ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons. SCOPE OF SERVICE The purpose of this service is to facilitate implementation of Security Measures at the Buyer's premises. The service provider would provide required equipment and personnel for the mentioned shifts as per the requirements of the buyer >The following indicate the different roles in the security services for which hiring can be done and the qualifications and experience required for the service persons. Buyer organizations are required to indicate number of working days in a week such as 5,6 or 7 and event based .The contract start and end date is to be indicated along with number of service days in a month and minimum wages per shift inclusive of E PF ESI and Administration charges etc $<\!td\ width = "283" > <\!p > <\!ftong > <\!/p > <\!/td > <\!/tr > <\!td\ width = "121" > <\!p > <\!ftong > <\!/p > <\!/td > <\!td > <\!ftong > <\!/p > <\!ftong > <\!/p > <\!ftong > <\!ftong > <\!ftong > <\!ftong > <\!ftong > <\ftong >$ width="311">Desired QualificationsResponsibilities td width="311"> >Should be in a position to organize the security force, suggest improvement in all matters of policy in respect of security as an adviser.Should be in a position to analyze security needs, identify possible security threats, establishing necessary security parameters; and deciding on the best security measures available and organizing the security force. Should also be having knowledge regarding fire fighting operations<makesample before the control of security, vigilance, Firefighting activities and related documentationEstablishing security protocols and policies, as well as designing security plans to protect the client's assets,Creating a set of rules and security standards; designing policies to protect the client's interests, Implementing security measures, providing technical supervision and advice as required.Availability shall be as per needs and mutually decided by the organization hiring consultant SecuritySupervisorShould have the first of the firsknowledge of security related matters ,industrial safety ,fire fighting and allied functionsShould be able to exercise command and control over the security personal deployedPhysical standards and medical fitness as per PSARA Act and RulesShould be minimum 12th PassShould have knowledge of English, Hindi & Local LanguageExperience of 5 years >Should be required to carry out supervision of all security related activities in the organization as well as advice and assist security guards and other security related persons in carrying out their duties >should be able to carry out or supervise protocol activities of receiving, escorting, seeing VIPs to and to liaise with police and other investigating agencies as and when requiredShould be available in width="311"> >Should be a retired JCO or Equivalent from Army, Navy ,IAF, Paramilitary Forces, Central Police Forces > Should have knowledge of security related matters ,industrial safety and allied functions able to exercise command and control over the security personal deployed Physical standards and medical fitness as per PSARA Act and RulesShould be minimum 12th PassShould have knowledge of English, Hindi & Local LanguageExperience of 5 years Should be required to carry out supervision of all security related activities in the organization as well as advice and assist security guards and other rity related parsons in carrying out their duties

receiving, escorting, seeing virs to and to ilaisewith police and other investigating agencies as and when requireg< /p>Should be available in general shift on All working dayswidth="121"> Armed Security Guard Male Should have a valid qun license Should have knowledge of Security related mattersGood physique and personalityfulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules
Minimum 10<sup>th
pass
Should have knowledge of Hindi or English and local languageMinimum Experience 3yearswidth="283"> Working shifts round the clock.<cp>Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.>>< p> The duties of a private security guard are to provide private security to another person or property or both, render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.To bring to the notice of his supervisor the violation of any law noticed by him during the course of discharge of his duties.discharge of his duties.discharge of his duties. > Should have a valid oun license Should have knowledge of Security related matters Good physique and personalityfulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules Minimum 10th passShould have knowledge of Hindi or English and local language< /p>Minimum Experience 3 years Working shifts round the clock, out activity of protecting the premises from any un authorized entry, robbery, theft etc.>ro provide private security to another person or property or both,
To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties <Ex-Service Man Armed Security Guardwidth="311">Should be a retired NCO or other rank from Army, Navy, Air Force, Paramilitary forces or Central Police ForcesShould have valid gun licence Should have knowledge of security related matters, industrial safety and allied functions fulfilling requirements of Physical standards and medical fitness as per PSARA Act and Rules Should be /p>Experience of 3 years out activity of protecting the premises from any un authorized entry, robbery, theft etc. another person or property or both,To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his dutiestr>width="121"></d> security Guard Should be a retired NCO or other rank from Army, Navy, Air Force Paramilitary forces or Central Police Forces or State Police Forces>Sp>Should have knowledge of security related. matters ,industrial safety and allied functionsp>Good physique and personalityfulfilling requirements of Physical standards and medical fitness as per PSARA Act and Rules>hould be minimum 10<sup>th /p> > Should have knowledge of Hindi or English and local language Experience of 3 years p> Working shifts round the clock Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.To provide private security to another person or property or both, To render necessary assistance to the police in the process of any investigation pertaining to the activities of the agency in which he is employed.To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his dutieswidth="121">Un Armed Male Security Guardwidth="311"> Should have knowledge of Security related matters, industrial safety and allied FunctionsPreference will be given to a person who has served in police and Home GuardsMinimum10th passShould have knowledge of Hindi or English and local language
Fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules
Minimum Experience 3 years /p> Working shifts round the clock. Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.To provide private security to another person or property or both, >To render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization in which he is employed.To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his dutiesvidth="121">Un Armed Lady Security Guard Should have knowledge of Security related matters, industrial safety and alliedFunctions personalityfulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules Minimum Experience 3 yearShould be available on all working days. However it should be ensured that they are given weekly offs and shifts are rotatedCarry out activity of protecting the premises from any un authorized entry, robbery, theft etc.To provide private security to another person or property or both, p>To render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization in which he is employed.To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his dutiesBaggage Inspector Should have knowledge about Baggage screening procedures and experience using baggage screening equipments. Fulfilling requirements of physical standards and medical fitness as per PSARA Act and RulesMinimum 12<sup>th /sup> passShould have knowledge of Hindi or English and local language year Work in shifts round the clock To undertake screening of bag or packages and articles being brought in to the premisesTo render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization in which he is employedTo bring to the notice of supervisor the violation of any law noticed during the course of discharge of his dutieswidth="121"> >Fire Guard >Back ground and experience of firefighting ,fire safety and handling emergency managementMinimum 10th passShould have knowledge of Hindi or English and local languageFulfilling requirements of physical standards and

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medical nume=-
Overall responsible for all operations related to firefighting , conforming to fire safety regulations ,checking
preparedness of premises for fire fighting ,vigilance including maintenance of documents
CCTV Operatorwidth="311">>Back ground of surveillance and monitoring through CCTV systems
_{p>Knowledge} of security procedures and protocolsMinimum 12<sup>th</sup> passShould have
             Hindi or English and local language     Minimum experience 3 years4 decided to the control of the c
width="283" Work in shifts round the clock overall responsible for all CCTV surveillance security
vigilance including maintenance of documents related to CCTV operationsvidth="121"> PSO
with a valid license >P>He/ She should be in possession of a suitable weapon with valid
licenseHe/she should be adept in the use of fire arms, identification of different types of arms in use in public and
Police, Use of security equipment and devices ,identification of explosive devices communication equipment ,unarmed combat and in
. administering first aid  Good physique and personality fulfilling requirements of physical standards and
medical fitness as per PSARA Act and RulesMinimum 10th passShould have knowledge of Hindi or English
and\ local\ language >/p>Minimum\ experience\ 3\ years width="283">PSOs\ should\ be
physically and mentally alert and willing to take risksHe/she should be adept in the use of fire arms, communication
equipment\ , unarmed\ combat\ and\ in\ administering\ first\ aid   Work\ in\ shifts\ round\ the\ clock 
width="121"> PSO cum Driver He/ She should be in possession of a suitable
weapon with valid license He/she should have good driving skills and a valid driving license 
have Back ground of surveillance and monitoring, defensive driving He/she should be adept in the use of fire arms, identification of
different types of arms in use in public and Police, Use of security equipment and devices , identification of explosive devices,
Expertise in communication equipment ,unarmed combat and in administering first aid    Good physique and
personalityfulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules
Minimum 10th passShould have knowledge of Hindi or English and local language  
licenseMinimum driving experience 3 yearsPSOs should be physically and
mentally alert and willing to take risksHe/she should be adept in the use of fire arms, communication equipment ,unarmed
combat and in administering first aid Work in shifts round the clock width="121">
 Guard cum Receptionist >Basic computer knowledge is preferred 
 person who has served as a member in Army ,Navy, Air force and any other armed forces and Paramilitary forces of the Union
 ,Police and Home GuardsGood physique and personalityfulfilling requirements of physical standards and
 medical fitness as per PSARA Act and RulesMinimum 10<sup>th</sup> passShould have knowledge of
 Hindi or English and local language    Minimum Experience 3years 
width="283">Work in shifts rounds the clockCarry out activity of protecting the premises from any un authorized
 entry, robbery, theft etc and work in the reception also maintaining registers etcOverall responsible for all security,
 width="311"> <should have knowledge of Security related matters, industrial safety and allied</p>Functions <
 /p>He/she should have good driving skills and a valid driving licenseGood physique and personality
 fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules    
 sup>th</sup> passShould have knowledge of Hindi or English and local language  Minimum driving
 /p> >Should carry out functions of guard for the property or premises at times not performing function of driving vehicle
  >
 have knowledge of Security related matters, industrial safety, crowd control and allied FunctionsPreference
 to a person who has served as a member in Army , Navy, Air force and any other armed forces and Paramilitary forces of the Union
 ,Police and Home GuardsGood physique and personalityfulfilling requirements of physical standards and
 medical fitness as per PSARA Act and RulesMinimum 10<sup>th</sup> passShould have knowledge of
 width="283"> Mill patrol the whole campus for normal function.   
 Field. If a person is acting in a dangerous or Unseemly manner, the marshal's job is to warn that person and, if
 strong>Additional responsibilities </strong> In addition to roles and responsibilities indicated above following shall also
 be part of responsibilities of security man power.(i). To Provide Security services for protection of life,. Security against theft,
 pilferage, fire etc for man and material in the premises .(ii) Physical guarding of entry/exit points, Responsible for
 frisking/checking of the visitors during office hours and after, Screening /Directing of visitors. Visitor management in common and
 during special occasions .Guiding visitors to the concerned officials/occupants, regulating entry . Control the access of
 persons/vehicles in to and out of the complex and regulating entry of unwanted visitors/sales man and maintenance of visitor register.
  (iii) Checking of gate passes, allowing the entry and exit of material and regulating the entry and exit of vehicles accordingly.
  Records of the inwards and outwards movement of men and material's ,vehicles etc to be maintained with proper checking as per
 instructions given from time to time by the buyer organization.(iv) Patrolling and guarding various common areas and
 surroundings to ensure adequate safety and security. Preventing entry of stray animals like cow, dogs etc. Round the clock patrolling
 of sites .Ensuring that boom barriers and access control systems are monitored and are in operational condition.
  the occupants during emergency evacuation of building .Effective involvement during the crisis management like accidents and bomb
 threats .Involve in frequent drills for preparation for emergencies. Handling of disaster management in case of emergencies and
 disasters(vi) Rescue operation of passengers if stranded in lifts, Help occupants in any accidents or medical emergencies.
 Handling situation in case of fire(vii) Liaison with appropriate agencies in case of disaster and emergencies and keep
  excellent liaison and contact with all such agencies(viii) Lodging of Complaints/FIR in case of any crime or violence and
  assist the police and other security agencies in their investigation in any related matter.
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d above shall also be considered as part of the responsibilities

of the security man power .<oi start="4"><ii> | erms and Conditions</ii></oi>4.1. Buyers obligations (i) The Buyer Department will give basic familiarisation of the Security services required to be done by the personnel to be deployed by the Service Provider under the contract for 2 to 3 days in premises and this period will not be counted as shift manned by Service Provider's personnel for the purpose of payment under the contract. Buyer organization shall provide necessary infrastructure, Equipments such as X ray baggage screening if such screening is involved, furniture etc for the security personnel to carry out their functions. However uniform, torches, lathi Arms, badges shall be provided by service provider(iii) Deployment of security man power shall be with the concurrence of nominated official of buyer organization and nominated official shall be responsible for close co ordination with the service provider and shall monitor the activities performed by the service provider persons and will be responsible for its optimum utilization. calculate their requirement of resources based on 8 hours per shift. Example: For hiring security personnel for a month (30 Service Days) to offer the services for 24 hours on a 3 shift basis, the required number of resources would be 90 personnel for the month 4.2. Service Provider Obligations(a) Employment of manpower by service provider :(i) Service provider providing the security services shall not employ or engage any person unless he or she is a citizen of India or a citizen of such other country as permitted to be employed in terms of Government rules and regulations in force. (ii)Service provider shall employ only man power who has completed eighteen years of age and not above 65 years of age Security agency shall only employ man power who satisfied the service provider about his character and antecedents and has completed the prescribed security training. Service provider shall only engage man power fulfilling such physical standards as may be prescribed in the PSARA 2005 and rules. Further man power shall satisfy any other conditions as may be prescribed in relevant rules. (iii) No person who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct, or moral turpitude while serving in any of the armed forces of the Union, State Police Organization, Central or State Governments or in any private security agency shall be employed or engaged by the service provider(iv) Service provider, while employing a person shall give preference to a person who has served as a member in Army ,Navy and Air force or other central paramilitary forces. Central Police forces, even for posts which are not specifically indicated as that of ex service man in the roles and responsibilities(v) The antecedents of security staff deployed shall be verified by the service provider from local police authority and an undertaking in this regard is to be submitted to the department and buyer department shall ensure that the service provider complies with the provisions .(vi) The service provider shall deploy his personnel only after obtaining the buyer department approval upon duly submitting g curriculum vitae (cv) and police verification details of personnel Buyer shall be informed at least one week in advance and service provider shall be required to obtain departments approval for all such changes along with their CVs CVs(vii) 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 (b) Registers to be maintained by Service provider < /p>(i) Service Provider shall maintain a register containing name and addresses of the persons managing the private security agency, names, addresses, photographs and salaries of the security manpower and supervisors under its control and such other particulars as may be prescribed under PSARA act(ii) Service provider will maintain a register on which day today employment of personnel with buyer organization will be entered and same will be countersigned by the authorized official of the buyer department . While raising bill the deployment particulars of the personnel engaged during the month, shift wise should be shown to buyer .Buyer organization may call for such information as it considers necessary from service provider. Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law.© lssue of photo identity cardEvery security man power deployed by the service provider shall be issued a photo identity card, by the service provider. card shall be issued in such form as may be prescribed by the buyer organization and complying with PSARA Act and rules . Every security man power shall carry on his person the photo identity card issued under and shall produce it on demand for inspection by the buyer organization or any other officer authorized by same . /strong><ip) Service provider shall be holding a valid license under the provision of Private Security Regulations Act< /strong> (PSARA) providing for operation in the respective State or Union territory where services are being offered .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(ii) The service provider shall comply with all the legal requirements for obtaining license under contract labor regulations and abolition act 1970 if any at his own part and cost. The requirement shall be depending up on the number of persons engaged for the organization in terms of the provisions of the relevant act .(iii) The service provider shall maintain all statutory registers required to be maintained as per licence provisions under the law and shall produce same on demand to the buyer department or any other authority under the law.(e) Training<(i) The Service Provider shall have his own Establishment/set up/mechanism/Training institute recognized under PSARA 2005 or have tie up with institutions recognized in terms of PSARA 2005 to provide training for security man power with them to ensure correct and satisfactory performance of his/her liabilities and responsibilities .Only such man power who have undergone training and holding certificate should be deployed under the contract. The training shall be for a minimum period as specified in the PSARA act and in terms of the detailed training syllabus as prescribed in the act . The ex-servicemen and former police personnel shall however be required to attend a condensed course only as per provisions in the PSARA act not necessary that training is to be given after order is placed on service provider and requirement is that the deployed man power should have undergone training as per the requirements in PSARA act in the training institutes fulfilling requirements of the act and hold necessary document for same and if buyer ask for copy of necessary documents regarding having undergone training same shall be produced by service provider (f) Reports All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the buyer department >(ii) Under the terms of their employment agreement with the Service Provider the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Service Provider. engaged by service provider have to be extremely courteous with very pleasant mannerism in dealing with the Buyer Staff and should project an image of utmost discipline. Buyer Department shall have right to have any person removed in case of its staff complaints

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presentative of the Buyer Department if the person is not performing the job satisfactorily or otherwise. The border shall have to arrange suitable replacement in all such cases.
             nd py shall have to arrange suitable replacement in all such cases.
 Service Provider shall not take part in any staff union and association
 work be privy to certain confidential documents and information which they are not supposed to divulge to third In view of this, they
 shall be required to take oath of confidentiality and breach of this condition shall make Service Provider as well as the person
 deployed liable for penal action under the applicable laws besides, action for breach of contract
 Badges</s.eng><ep>(i) Service provider shall ensure that all security man power shall put on arms badge distinguisher the
 Agency for which they are working, shoulder or chest badge to indicate his role or function. Man power employed as Security guards
 shall, have whistle attached to the whistle cord and to be kept in the left pocket,. Shoes with eyelet and laces, headgear which may
 also carry the distinguisher mark of the service provider.(ii) The clothes worn by the security man power while on active duty
 shall be such that they do not hamper in his efficient performance. In particular they will neither be too tight nor too loose as to
 obstruct movement or bending of limbs, (iii) Every man power functioning as security guard will carry a notebook and writing
instrument with him.(iv) Every man power functioning as security guard while on active security duty will wear and display
photo- identity card issued on the outer most garment above waist level on his person in s conspicuous manner.
Parameters of the uniform shall conform to provisions of PSARA 2005.
service provider</strong>(i) Service provider shall ensure that adequate supervision will be provided to ensure correct
performance of the man power deployed in accordance with the prevailing assignment instructions agreed upon between the service
provider and buyer organization. Even if security supervisor is not availed by the buyer organization service provider should keep
track of performance of the staff deployed and give necessary support to ensure good performance.
will deploy supervisors as per the need given by the Buyer Department. The supervisor shall be required to work as per the
instructions of Buyer Department.(iii) The Service Provider shall do and perform all such Security services, acts, matters and
things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein
and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed
upon between the two parties.(iv) The Service Provider shall be responsible to maintain all property and equipment of the
Buyer Department entrusted to it.(v) 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.
p><strong> </strong><ed>) Working hours and Reporting Time</strong>The personnel will have to report
to the Buyer Department's security office at least 30 minutes in advance of the commencement of the shift for collecting necessary
documents/instructions, and to complete all other required formalities as approved by the Buyer
of the outsourced employees will be as per the existing applicable rules of the respective Central/State Government However, they
have to work on holidays, if necessary and required based on demand of work
leave and if required by buyer suitable substitute(s) shall be provided by service provider as per mutual understanding with
Consequent to poor performance of deployed manpower, service provider shall immediately replace the deployed manpower thereby
maintaining service levels andWorking 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 manpowerThe 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 In case
biometric system insisted same is to be made available by buyer and access to be provided to the security persons deployed by
service providerThe 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..
<strong>Medical check up </strong>(i) The security man power deployed shall be eligible for being engaged or employed if
he or she fulfills the standards of physical fitness as specified in the PSARA Act 2005. Service provider is therefore required to
ensure that all deployed man power fulfill the requirements specified in PSARA Act. Service provider Agency should get medical
check-up of its staff at the time of their induction in the rolls of the agency to ensure their fitness for the job assigned and annual
medical check-ups to be done as prescribed under PSARA. A record of the same shall be maintained in the personal file of the
security personnel. In case buyer demands for a copy of medical fitness certificate at time of deployment to their organization same
shall be given(ii) The security man power deployed should be free from evidence of any contagious or infectious disease. He
or she should not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service or
endanger the health of the public(iii) 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<tonq>(I) Applicable Leave</tonq>
(i) <strong>In </strong><strong>case</strong> <strong>of</strong> <strong>services</strong> <strong> in </strong> <strong> <strong>
strong>on </strong><strong>annual</strong> <strong>basis</strong> <strong>and 5 </strong><strong>working</strong> <strong>
days,</strong> <strong>te</strong> <strong> employees will</strong> <strong> estrong> entitled</strong> <strong> to
08 </strong><strong>days</strong> <strong> of casual</strong> <strong> leaves</strong> <strong> per</strong> <strong> year<
/strong> <strong>on pro-rata </strong><strong>basis</strong> <strong>and </strong><strong>in case</strong> <strong> <strong>
<strong>6 </strong><strong>working</strong> <strong>days,</strong> <strong> the</strong> <strong> employees </strong><strong>
</strong><strong>will</strong> <strong>be </strong><strong>entitled</strong> <strong>to </strong><strong><trong>
strong>casual</strong> <strong>leave</strong> <strong> <strong> year</strong> <strong> on pro-rata </strong>
>basis</strong>(ii) in case of services hired for all 7 days also it shall be ensured that service personnel's are given at least 4
holidays in a month(iii) The applicable casual leave is to be provided to the personnel and the payment for the applicable
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 besides any penalty for not providing substitutes as indicated in SLA4.3 Special terms
and conditions Applicable (a).<strong> Legal Status </strong><(i) 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 have registration for income tax. 
Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other
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purposes, Service Provider snail 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. and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement 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 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 /ul>(b) Indemnity(i) The Service Provider will not be held responsible for the damages/sabotage caused to the property of the Buyer Department due to the riots/mobs attack/armed dacoit activities or any other event of force majeure(ii) 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.(iii) 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(iv 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(c) Disclosure of Information related to services rendered (j) Man power engaged by the Security man power service provider shall not divulge any information acquired by him or her during such employment with respect to the work which he or she has been assigned to anyone other than the buyer organization or to such person as the buyer organization directs. However such disclosure as may be required under PSARA Act or in connection with any inquiry or investigation by the police or as may be required by an authority or process of law shall be exempted from this (ii) All security man power engaged by the service provider shall however render necessary assistance to the police or to such authority in the process of any investigation pertaining to the activities of that agency.. If violation of any law is noticed by any security man power during the course of discharge of duties, he r she shall bring it to the notice of s superior, who in turn shall inform the police either through buyer or service provider or on his own.Ownership and retention of Material: (i) Buyer shall own the material and documents provided to the Service Provider if any in connection with performance of this contract. Service Provider shall not, without the prior written consent of buyer store, copy, distribute or retain any material or Documents.Service Provider shall, upon termination of this agreement for any reason, or upon demand by buyer, whichever is earliest, return any and all material and information provided to Service Provider by buyer, including any copies or reproductions, both hardcopy and electronic. Service Provider or man power provided shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by buyer, out of Buyer premises without prior written permission from BuyerChanges: Nodal officer of the buyer or any other authorized official shall be competent to ask for any changes in the scope of work. Buyer is entitled to increase the quantum of order regarding number of man power by 25% and similarly shall be competent to reduce the man power also by 25% Transportation: The responsibility of arranging commutation for the man power and transportation of any items which are in the scope of service provider and requiring the transportation shall be responsibility of service provider requirements.Service provider shall be responsible for any insurance requirements for the man power deployed regarding accidents etc. No claim for any compensation or damages on account of any injury or death of man power while performing the duties shall be entertained by the buyer organization Insurance requirements if any for the property or premises for which security is offered shall be the responsibility of the buyer>Obligation regarding minimum wages, ESI,EPF contributions and billing Payment Procedure shall be in as specified in the General Terms and Conditions of GeM. The rate offered shall be including GST .Payment shall be made on the basis of the number of security personnel engaged.< /li>(ii) The Service Provider Agency shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment for the support staff engaged from their account and prefer the bill to the Buyer Department for reimbursement of employer share only.(ii) Employee share of EPF and ESI contribution shall be recovered from the gross remuneration & balance amount is to be released to the persons employed. Proof of deposit of both employers share and employees share of ESI & EPF shall be submitted to the buyer by the end of 15th day of succeeding month . Agency shall furnish statement of amount paid for the month to the persons deployed along with cheque number or bank transfer details 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.(iv)The Service Provider shall be responsible for timely payment of take home remuneration to the supporting staff and deposit of EPF and ESI (both employee and employer share), failing which suitable penalties as per SLA and any other actions as per existing rules and regulations shall be taken(v) The Service Provider shall submit before the Buyer Department, one copy of the monthly challan with Electronic Challan Cum receipt sheet indicating break down of contribution of each and every hired employee regarding EPF and ESI within 7 days from the date of filing. . In case of any return in the form of monthly , quarterly and annual returns applicable same also to be filed and copy to be furnished to buyer .(vi)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.(vii) Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider is deemed to have confirmed that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the Service Provider.(viii) 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. 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 as the price is inclusive of GST .(x)The Service Provider shall ensure payment regularly for the deployed man power 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.(xi) 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.(xii)

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Escalation towards payment of salaries / wages of the employees shall not be accepted on any ground during the contract period.
 >(xiii)<strong>The</strong> <strong>Breakup</strong> <strong> f</strong> <strong> the</strong> <strong> components</strong>
 > <strong>to be </strong>estrong>provided</strong> <strong>to </strong>trong>the</strong> <strong> Strong> Strong> <strong>
 Department</strong> .The Buyer Department will provide Minimum Wage as per the Notification applicable in their area for the
 category of Resource they want to procure.(xiv)The Total Price includes Minimum Wage, ESI, EPF, PF Admin Charge and
 GST on the Intioned components.
(xv)Bonus in accordance with the Bonus Act which at present is one month basic wage
 (not below R$7000/-) which comes to monthly payment 8.33% of minimum wage or Rs 7000/- Shall also be payable by the buyer.
 Bonus is applicable to all employees minimum wage is below Rs 21000/-. In case of any changes in the bonus rates as per relevant
 notifications same shall be applicable .Bonus shall be payable only to the resources completing the required number of working days
 and fulfilling the requirements(xvi)Ex Servicemen hired from DGR approved Service Providers should be paid as per wage
 structure laid down by Directorate General of Resettlement (DGR), Ministry of Defence.
 over and above the following components as a Service Charge and Special Allowance if any
 EPF + PF Admin Charges + GST (on the Minimum Wage, ESI and EPF component), is provided by the Buyer Department and the
 rest (GST on the component provided by the Buyer) is added by the platform, 
 wages as per the Applicable Laws during the Contract period. Buyer shall pay the Service Provider the difference in wage from the
 amount mentioned in the contract on pro rata basis. Therefore the increase in minimum wages shall be applicable and contract value
 amount shall be considered as revised up to the extent of increase due to increase of minimum wages
 applicable in terms of rules and regulations prevailing is payable by the buyer(xxii)The cost of the Contract shall be valid for
 initial contract period and during this period no price escalation, other than minimum wages revision, shall be entertained by the
 Buyer(xxiii)The payment shall be made as per the contract and after deduction of relevant penalties, if any. Service Provider
 shall raise the invoice as per the arrangement in the contract (monthly/ quarterly) towards the Services rendered in the previous
 month to the Buyer. Payment shall be effected by credit into the bank account of the Service Provider within 10 days of receiving the
 invoice, complete in all respects. The Service Provider shall provide correct bank account number and other details of the bank to
 enable the Buyer to credit the payment directly into the account, Buyer shall pay the Service Provider all due amount as per the
 invoice, that are not the subject to dispute, within 10 days after receipt of a valid invoice that complies in all material respect in terms
 of this agreement; the payment shall be subject to any reduction such as penalty, statutory deductions, etc.<strong>
 Statutory compliances</strong>..Service provider shall abide by the PASRA Act, Minimum wages Act, Contract labor Act etc. as
 applicable from time to time for man power employed for undertaking the services .Similarly in case of armed security guard service
 provider shall ensure that the licenses are kept valid and all legal formalitities and compliances for same are followed by the man
 Service provider shall also be required to ensure that the entitled leave as per labor laws are made available to security man power<
 /li>/strong>Termination of contract before normal validity</strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/strong>:/st
 the agreement other than those specified warranting cancellation without notice, it shall be lawful for the buyer to issue a notice of
 termination of the contract by giving 15 days time to service provider..Service provider can make a representation during the notice
period and takes steps to remedy the defaults and if buyer is satisfied with the same, buyer can take decision to withdraw the notice
 .The agreement shall automatically terminate on expiry of the notice period if same is not withdrawn by buyer. 
notice shall be issued by buyer to the address of the service provider as shown in the agreement.
instances such as not deploying resources within agreed time, serious security lapses, irregularities in service provider operations,
 expiry of validity of required licenses such as PSARA and in case cumulative penalty for violations of SLA reaches more than 10%
contract can be terminated with immediate effect and no notice is required to be issued .
and buyer engage the services of another service provider for the remaining part of contract the same shall be at risk and cost of the
service provider besides other actions such as encashment of performance security and administrative actions etc
Proprietary rights and indemnity: </strong>Service Provider acknowledges that buyer's business data and other buyer's proprietary
information or materials, whether developed by buyer's or being used by buyer pursuant to a license agreement with a third party are
confidential and proprietary to buyer; and Service Provider agrees to use reasonable care to safeguard the proprietary information
and to prevent the unauthorized use or disclosure thereof, which shall not be less than that used by Service Provider to protect its
own proprietary information. Service Provider recognizes that the goodwill of Buyer depends, among other things, upon Service
Provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider could
damage buyer and by that reason of Service Provider's duties hereunder. Service Provider may come into possession of such
proprietary information, even though Service Provider does not take any direct part in or furnish the services performed for the
creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the
services required by this agreement. Service Provider shall use such information only for the purpose of performing the said services.
start="5">Penalties and Terminationto>
colspan="6" width="709">(I) The Service Provider shall be responsible for faithful compliance of the terms and conditions of this
agreement. In case of noncompliance of Service obligations, penalty per default will be imposed as per SLA and in case of three
Consecutive defaults against same events, the contract will be liable to be cancelled. However non delivery of service in time, not
starting work in time, violation of existing laws and statutory requirements will be considered as a major default and the contract will
be cancelled immediately without giving any further notice.</to>
width = "227" >                                                                                                                                                                                                                                                 
width="36">SL.NOService Level Agreement<
p>BaselinePenalties For Breach16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16">16
/tr>1.Delay in deployment of security personnel by the service provider<p
>(This will not be applicable for in case of event based Security Manpower Hiring for which deployment is to be done as per the date
indicated by the Buyer)Deployment to start as per the Time Indicated by the Buyer.by the Buyer.
width="116">In case of deployment is made with delay of 2 weeks over the time indicated by the Buyer and delay is due to
service provider 1% of the value of the contract shall be levied as penalty. However buyer shall be at liberty to cancel the order
without any further reference to service provider in case so desireIn case of deployment is made with
delay of 3 weeks over the time indicated by the Buyer and delay is due to service provider 1% of the value of the contract shall be
```

levied as penalty. However puyer snall be at liberty to cancel the order without any further reference to service provider in case so desirewidth="103">In case deployment not made 4 weeks after placement of order the contract shall be terminated without any referencewidth="36">2.width="227">If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behavior etc with public or employees of buyer organization or other employees of service providerwidth="81">No instancewidth="116"> Replacement of security personnel and Rs 500 fine on the service providerwidth="146">Replacement of security personnel and Rs 1000 fine on the service providerwidth="103">Replacement of security personnel and Rs 5000 fine on the service provider3.Security personnel not found displaying photo id or not in proper uniformNo instanceOne day Salary due to the employee concerned for the day and Rs 500 penalty on service providerwidth="146">One day Salary due to the concerned employee and Rs 1000 penalty on service provider employee concerned and Rs 2500 penalty on service provider4.width="227"> Security personnel indulging in drinking/sleepingZero instanceImmediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 1000 on the service provider td width="146">Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 2500 the service providerImmediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 5000 on the service provider5.If the resource is absent or takes leave without informing or taking prior approval and if service provider fails to provide a substitute width="81">No instancewidth="116">Penalty equal to wage of the person who was to do duty shall be levied along with an amount of Rs 500Penalty equal to 2 times wage of the person who was to do duty shall be levied along with Rs 500Penalty equal to 2 times wage of the person who was to do duty shall be levied along with Rs 1000width="36">6colspan="2" width="308">In case of expiry of any of the licenses required for performing the services such as PSARA, etc
colspan="3" width="365">Termination of the contract7 Delay in payments of take home remuneration by the Service Provider to resources employed ,Delay in deposit of EPF and
ESI (both employee and employer colspan="2" width="308">In case of violation Minimum wages Act, Contract labor Act etc. as applicable from time to time applicable for the servicescolspan="3" width="365">Penalty of Rs 5000 for default in addition to termination of Cumulative penaltyCumulative penalty shall /p>

Additional Required Data/Document(s): Buyer

1. Minimum Wage Bifurcation :click here

2. Scope of Work : click here

Additional Data/Document(s): Seller

1. Certificate (Requested in ATC) :click here

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 are which CST has

peen charged have not been exempted under the GS1. Act or the Rules made there under and the charges on account or GS1 on these goods are correct under the provision of that Act or the rules made there under.

- 1. 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 Limit on 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.

2. Additional Terms and conditions

- 2.1 OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
- 2.2 PAYMENT OF SALARIES AND WAGES: 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 alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.
- 2.3 Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
- 2.4 AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

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Sanction Order

Sanction No: 511687728508551 **Sanction Date:** 12-Jan-2022

Sanction of the competent authority is hereby conveyed for incurring an expenditure of amount as under towards the cost of Purchase order/Contract placed on the Seller for Supply of Goods/Services as per the contract for making payment to the Seller subject to deduction of TDS as applicable:

Organisation Details		Buyer Details		
Type:	Central Autonomous	Name: Designation:	Satish Kumar Assistant	
Ministry:	Ministry of Education	Email ID:	buycon1.nuepan.dl@gembuyer.in	
Department:	Department of Higher Education	GSTIN:	buycom imacpanian@gombayonin	
Organisation Name:	National University of Educational Planning and Administration (NUEPA)	Address:	17B, Sri Aurobindo Marg NCERT Campus SOUTH DELHI	
Office Name:	New Delhi 110016	Address:	DELHI - 110016	

Financial Approval Detail

Designation of official providing Administration approval:

VICE-CHANCELLOR

IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required?

NO

Budget availablity

YES

Designation of official providing Financial approval:

VICE-CHANCELLOR

Seller Details

Company Name:

GANPATI ENTERPRISES

Email ID:

ganpatirajenterprises@gmail.com

GANPATI ENTERPRISES

Address:

South Delhi DELHI - 110044

Service Details

#	Services	Ordered Quantity	Price per Quantity	Contract Period	Billing Cycle	Est. Amount
1	ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM (Version 2) - Potable water purification system with inbuilt water cooler.; upto 3; PACKAGE-5: Water purifier and conditioning system maintenance involving basic servicing, f	9	30450.0	Start Date: 01.02.2022 00:00 End Date: 31.01.2025 00:00	quarterly	274050.0
Total Order Value (in INR)					274050.0	

Consignee Details

S.No	Consignee	Service-Name	Service-Details	Quantity
1	Satish Kumar buycon1.nuepan.dl@gembuyer.in 17B, Sri Aurobindo Marg NCERT Campus SOUTH DELHI DELHI - 110016	ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM (Version 2) - Potable water purification system with inbuilt water cooler.; upto 3; PACKAGE-5: Water purifier and conditioning system maintenance involving basic servicing, f	Vintage of water purification / conditioning System covered under the service (Yearly): upto 3 Annual maintenance contract (AMC) for kind of water purification/ conditioning System Category: Potable water purification system with inbuilt water cooler. Type of AMC Package: PACKAGE-5: Water purifier and conditioning system maintenance involving basic servicing, filters, membranes, All electrical parts including pump and compressor	9

Terms & Conditions

• 1. This issues under the power delegated to Ministries/Department of the Government of India vide Annexure to schedule V of the Delegation of Financial Power Rules, 1978 as amended from time to time.

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

Dr. D.S. Thakur Administrative Officer (I/c) Ph.No.: 011-26544833

> F.No. 13-1/2015-16/GA August 13, 2021

To

M/s Gurusons Communications Pvt. Ltd. 109, Southex, Plaza – 1, NDSE – II, New Delhi – 110049

Subject: Maintenance and repair of Siemens EPABX System. Ref. : Your letter no. GCPL/2021-22/1707/2/CIS dated 17th July, 2021

Sir/Madam,

Reference to your letter cited above relating to comprehensive AMC of Siemens make EPABX Systems installed in the Institute. I am pleased to inform you that the CAMC has been awarded to you for a period from 11/08/2021 to 10/08/2022 at a total cost of Rs. 1,15,514/- (GST Inclusive) as detailed below:

S.No.	Description	Qty.	Amount (in Rs.)
1.	Siemens Hipath 3800 (16x24x384)	01	90,560/-
	with all accessories (excl. batteries & cabling)		
2.	Siemens Hipath 1120 (installed at VC office and VC	02	7,333/-
	residence)		
	with all accessories (excl. batteries & cabling)		
	Sub-total		97,893/-
	Tax		17,620.74
	TOTAL		1,15,514/-
			(Rounded off)

You are requested to return a signed copy of this letter as acceptance. All other terms and condition as details in previous award letter shall remain applicable during the contract period.

With regards,

(D.S. Thakur)

नीपा / NIEPA

अनुमाग / DESPATCH SECTION 2/



राष्ट्रीय शैक्षिक योजना एवं प्रशासन

17-बी, श्री अरविंद मार्ग, नई दिल्ली 110 016

NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND ADMINISTRATION

(Deemed to be University) 17-B, Sri Aurobindo Marg, New Delhi 110 016

EPABX 91-11-2656 5600, 2654 4800

Fax 91-11-2685 3041, 2686 5180

E-mail nuepa@nuepa.org

Website www.nuepa.org

F. No.37-6/2014-15/GA May 2, 2022

To,

M/s Max Systems Private Limited, B-133, Lajpat Nagar-1, New Delhi-110024, Email-maxxups@gmail.com

Subject:- Regarding award of AMC of Maxx Make 2 No.5KVA online UPSs.

Sir/Madam.

It has reference to quotation no.MAXX/AM/2020-21 Date 30.3.2021 received in context of the AMC of MAXX - Make 5KVA online UPSs.

It is to inform that your proposal on aforementioned quotation has been accepted and you have been awarded the AMC at approved annual rate of Rs.12600/- (GST 18% Extra) (Rs.6300/each) for the maintenance of MAXX Make 5 KVA online UPSs (Quantity -2) for a period of one year w.e.f. 19/4/2022.

The payment and other stated terms and conditions will remain as per terms mentioned in your quotation.

You are requested to submit your acceptance in writing and return a signed copy of this latter.

With regards

Yours faithfully

(D.S.Thakur)

Administrative Officer(I/c)

8800190011



17-बी, श्री अरविंद मार्ग, नई दिल्ली 110 016

NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND ADMINISTRATION

17-B, Sri Aurobindo Marg, New Delhi 110 016

EPABX 91-11-2656 5600, 2654 4800 E-mail nuepa@nuepa.org

Fax 91-11-2685 3041, 2686 5180 Website www.nuepa.org

Dr. D.S. Thakur Administrative Officer (I/c) Ph.No. 011-26544833

> F.No. 37-30/2009-13/GA February ♥ ,2022

То

M/s Libsys Ltd. 631-633, Udyog Vihar, Phase - V, Gurgaon Haryana-122016

Subject: Award of AMC and ASD for Libsys 10 software

Sir/Madam,

It has reference to your proposal no. PRO/2022/G0004 received vide email dated 11.01.2022 regarding the above mentioned subject.

- It is informed that the Competent Authority has approved for award of AMC of Libsys 10 to your firm for a period of one year w.e.f. 01.02.2022 to 31.01.2023 at a yearly cost of Rs. 1,72,425/-(plus taxes).
- 3. You are requested to provide as per the terms and conditions laid down in your proposal. The payment shall be made on quarterly basis at the end of each quarter against invoice with PAN/GSTIN number, raised by your agency / firm and based on the performance with successful preventive maintenance and satisfactory feedback from the concerned NIEPA official. TDS, as applicable, will be deducted before making the payment.
- You are requested to submit your acceptance within 15 days on receipt of this letter.

With regards,

Yours faithfully,

(मानित विश्वविद्यालय)

17-बी, श्री अरविंद मार्ग, नई दिल्ली 110 016



NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND ADMINISTRATION

(Deemed to be University)

17-B, Sri Aurobindo Marg, New Delhi 110 016

EPABX 91-11-2656 5600, 2654 4800 Fax E-mail nuepa@nuepa.org

Fax 91-11-2685 3041, 2686 5180

Dr. D.S. Thakur Administrative Officer (I/c) Ph.No.: 011-26544833

> F.No. 44-1/2013-14/GA May 28, 2021

То

Dynamic Pest and Rodent Control 370-D, Chirag Delhi New Delhi-110017

Subject: Rate contract for disinfestations control, fogging treatment, anti-termite treatment and rodent control at NIEPA campus.

Sir,

This has reference to your quotation ref no. DPRC/2021-22/009 dated 05/04/2021 regarding pest control services.

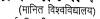
We are pleased to place the order for the above said services as per the rates provided by your firm and request you to provide these services for a period of one year w.e.f. 01/06/2021.

S.No.	Site Address	Services	Annual Rate
1.	Administrative Block, Seven Storied	Disinfestations Control,	66,000/- (plus
	hostel building and 48 staff quarter of	Fogging Treatment,	GST)
	Type I,II, III, IV and V and V.C.	Anti-Termite and	
	Bungalow, NIEPA	Rodent Control	

The terms and conditions will remain the same as specified in the letter of even number dated 15/03/2021 inviting quotations for the services. It is also informed that the staff who will visit our Institute should be trained and properly dressed with authenticated ID of your firm. In case of any casualty/mishap that may occur to your staff will be the responsibility of your firm.

You are requested to deposit a sum equivalent to 10% of the total yearly contract value as security deposit and submit your acceptance at the earliest.

Yours faithfully,





17-बी, श्री अरविंद मार्ग, नई दिल्ली 110 016

NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND ADMINISTRATION

(Deemed to be University) 17-B, Sri Aurobindo Marg, New Delhi 110 016

EPABX 91-11-2656 5600, 2654 4800 Fax 91-11-2685 3041, 2686 5180
E-mail nuepa@nuepa.org Website www.nuepa.org

Dr. D.S. Thakur Administrative Officer (I/c) Ph.No.: 011-26544833

> F.No. 37-14/2014-15/GA March 17, 2022

То

M/s Max Cleaner Pvt. Ltd.

1577/112, Tri Nagar,

New Delhi-110035

Subject: Extension of Contract for Cleaning of Water Tanks.

Sir/Madam,

This is with reference to your proposal vide Letter vide email dated 17.02.2022 regarding extension of Contract for Disinfection and cleaning of water tanks at NIEPA for a further period of one year.

- 2. I am pleased to inform you that the Competent Authority, NIEPA has extended your contract for a further period of one year w.e.f. 19.03.2022 to 18.03.2023 on the same rates and terms and conditions as of the original contract awarded vide letter of even number dated 05.03.2021 (copy enclosed).
- 3. You are requested to acknowledge receipt and furnish confirmation within 15 days of receipt of this letter.

With regards,



17-बी, श्री अरविंद मार्ग, नई दिल्ली 110 016



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E-mail nuepa@nuepa.org Website www.nuepa.org

Dr. D.S. Thakur Administrative Officer (I/c) Ph.No.: 011-26544833

> F.No. 37-11/2013-14/GA December 2, 2021

То

M/s Techtreno Solutions Pvt. Ltd. G-92, Basement, Near Post Office Kalkaji, New Delhi-110019

Subject: Extension of CAMC of Blade Servers and Storages.

Sir/Madam,

This is with reference to your proposal vide Quote ID: 2020090460 dated 16.11.2021 regarding extension of Comprehensive Annual Maintenance Contract of Blade Servers and Storages for a further period of one year.

- 2. I am pleased to inform you that the Competent Authority, NIEPA has extended your contract for a further period of one year w.e.f. 01.01.2022 to 31.12.2022 on the same rates and terms and conditions as of the original contract awarded vide letter of even number dated 21.01.2021
- 3. You are requested to acknowledge receipt and furnish confirmation receipt from the OEM for back-to-back yearly warranty extension within 15 days of receipt of this letter.

With regards,



17-बी, श्री आरविंद मार्ग, नई दिल्ली 110 016

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Fax 91-11-2685 3041, 2686 5180 Lorg Waysite www.nuepa.org

No.F. 37-11/2013-14/GA January , 2021

To

M/s Techreno Solutions Pvt. Ltd. G-92, Basement, Near Post Office, Kalkaji, New Delhi-110019

Subject: Award of CAMC of Blade Servers and Storages.

Sir/Madam,

It has reference to your participation in online open tender no. 37-11/2013-14/GA held during August 2020 for assigning an IBM and Lenovo authorized service provider for comprehensive annual maintenance- CAMC of Blade Servers and Storage in NIEPA. I am pleased to inform that your agency has been awarded the CAMC of Blade Servers and Storage for a period of three years begin from the at a yearly cost of Rs. 13,05,080.00 (Incl. of GST) as per the terms and conditions laid down in the RFP. However, the CAMC period will be extended further for a period up to three years at same annual quoted rate Rs. 13,05,080.00 (Incl. of GST) with stipulation that the contract may be renewed yearly on the same rate and terms and conditions based on the satisfactory performance and as long as support services are provided (live) by OBMs IBM and Lenovo. The approved contract rate bifurcation is as follows:-

S.No.	Agency Name and Address	Authorization	Items/Devices covered under CAMC	Amount (Incl. of GST)
E. Controller market	Techtreno Solutions Private Limited	Vide letter no. 2020-	Blade HS 23 (Qty-08)	4,43,680.00
	-G-92, Basemeni, Near Post Office Kalkaji, New Delhi-	21/Q2/North/0014 dated 09:09,2020	Blade Centre If Chassis Storage (IBM Storwize	59,000.00
	110019 GST- 074AGCT7180D1Z4 PAN-AAGCT7180D	-IBM (Support letter enclosed)	V7000)	8,02,400.00
óch zásim smili na	TAN-DELT15363F	(Rupees Thirteen Lakh Five	2 Thousand and Eighty O	Total=13,05,080.00

The CAMC coverage periods on devices are as follows:	
Blade HS 23 (Qty-08)	
Blade Centre H Chassis	from 01.01.2021 to 31.12.2021
Storage (IBM Storwize V7000)	from 01.01.2021 to 31.12.2021
	from 01.01.2021 to 31.42.2021

The CAMC coverage period on the Blade Server H23, Blade Center H chassis and Storage to begin from 01.01.2021, as the entire contract ends on the same day on 31.12.2021. The billing period of the CAMC contract will also be the same as the above coverage period. As per the RFP, the payment shall be made on quarterly basis at the end of each quarter against invoice with PAN/GSTIN number, raised by your agency and based on the performance with successful Preventive Maintenance and Satisfactory feedback from the users. TDS, as applicable, will be deducted before

You are requested to submit your acceptance and exercise to execute an agreement on non-judicial stamp paper within 15 days on accept of this letter. Further, you are also requested to deposit Performance Security of Rs.1,00,000.00 (Rupees One Lakh Only) which is 7.5% (approx.) of the total work order (annual contract price) to the account of NIEPA, expiry/termination of the contract after deduction of penalty/other dues, if any. It is also requested to present/submit a confirmation receipt from the OEM for back-to-back yearly warranty extensions within 30 days from the start of the contract. A detailed terms and conditions of the CAMC contract is enclosed herewith.

With regard

egistrar 11007



17-वी, श्री अरविंद मार्ग, नई दिल्ली 110 016

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EPABX 91-11-2656 5600, 2654 4800 Fax E-mail nuepa@nuepa.org

Fax 91-11-2685 3041, ∠686 5180 Lorg W_psite www.nuepa.org

No.F. 37-11/2013-14/GA January , 2021

To

M/s Techreno Solutions Pvt. Ltd. G-92, Basement, Near Post Office, Kalkaji, New Delhi-110019

Subject: Award of CAMC of Blade Servers and Storages.

Sir/Madam,

It has reference to your participation in online open tender no. 37-11/2013-14/GA held during August 2020 for assigning an IBM and Lenovo authorized service provider for comprehensive annual maintenance- CAMC of Blade Servers and Storage in NIEPA. I am pleased to inform that your agency has been awarded the CAMC of Blade Servers and Storage for a period of three years begin from the at a yearly cost of Rs. 13,05,080.00 (Incl. of GST) as per the terms and conditions laid down in the RFP. However, the CAMC period will be extended further for a period up to three-years at same annual quoted rate Rs.13,05,080.00 (Incl. of GST) with stipulation that the contract may be renewed yearly on the same rate and terms and conditions based on the satisfactory performance and as long as support services are provided (live) by OBMs IBM and Lenovo. The approved contract rate bifurcation is as follows:

S.No.	Agency Name and Address	Authorization	Items/Devices covered under CAMC	Amount (Incl. of GST)
Healthering	Techtreno Solutions Private Limited	Vide letter no. 2020-	Blade HS 23 (Qty-08)	4,43,680.00
	-G-92, Basement, Near Post Office Kalkaji, New Delhi-	21/Q2/North/0014 dated 09:09.2020	Blade Centre H Chassis Storage (IBM Storwize	59,000.00
	110019 GST-074AGCT7180D1Z4	-IBM (Support letter enclosed)	V7000)	8,02,400.00
	PAN-AAGCT7180D TAN-DELT15363F	(Rupecs Thirteen Lakh Five	e Thousand and Elohiv O	Total=13,05,080.00

The CAMC coverage periods on devices are as follows	
blade HS 23 [Qty-08]	from 01.01.2021 to 31.12.2021
Blade Centre H Chassis	from 01.01.2021 to 31.12.2021
Storage (IBM Storwize V7000)	from 01.01.2021 to 31.12.2021

The CAMC coverage period on the Blade Server H23, Blade Center H chassis and Storage to begin from 01.01.2021, as the entire contract ends on the same day on 31.12.2021. The billing period of the CAMC contract will also be the same as the above coverage period. As per the RFP, the payment shall be made on quarterly basis at the end of each quarter against invoice with PAN/GSTIN number, raised by your agency and based on the performance with successful Preventive Maintenance and Satisfactory feedback from the users. TDS, as applicable, will be deducted before

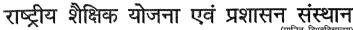
You are requested to submit your acceptance and exercise to execute an agreement on non-judicial stamp paper within 15 days on accept of this letter. Further, you are also requested to deposit Performance Security of Rs.1,00,000.00 (Rupees One Lakh Only) which is 7.5% (approx.) of the total work order (annual contract price) to the account of NIEPA, New Delhi. No interest shall accrue on this amount. The Security Deposit shall be refunded after two month of the expiry/termination of the contract after deduction of penalty/other dues, if any. It is also requested to present/submit a confirmation receipt from the OEM for back-to-back yearly warranty extensions within 30 days from the start of the contract. A detailed terms and conditions of the CAMC contract is enclosed herewith.

With regard

gistrar

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17-बी, श्री अरविंद मार्ग, नई दिल्ली 110 016

NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND ADMINISTRATION

(Deemed to be University)

17-B, Sri Aurobindo Marg, New Delhi 110 016

EPABX 91-11-2656 5600, 2654 4800 E-mail nuepa@nuepa.org

Fax 91-11-2685 3041, 2686 5180 Website www.nuepa.org

Dr. D.S. Thakur Administrative Officer (I/c) Ph.No. 011-26544833

> F.No. 13-6/2016-17/GA July 28, 2021

To

M/s HPE Ent India Private Ltd. X59 Okhla Phase 2 New Delhi-110020

Subject: Award of Comprehensive AMC of HP Servers.

Sir,

This is with reference to AMC quote vide Service Agreement ID - 106577184565 regarding AMC of HP servers installed in NIEPA.

- 2. You are informed that your proposal has been accepted by the Competent Authority and the AMC of HP Servers installed in NIEPA office has been extended for another year i.e. from 01/08/2021 to 31/07/2022 at yearly cost of Rs. 3,30,000/-(Exclusive GST) as per terms and conditions stipulated in the enclosed agreement. Details of the HP servers are as given below:
 - HP DL 380R05 E5430 2G Base AP Svr : Sr. No.: IN1828005M i)
 - ii) HP DL580G5 E7420 2P 4G AP Svr: Sr. No.: SGH015X6XT
- You are requested to submit your acceptance in writing and return a signed copy of the agreement to the undersigned with a week of receipt of this letter.

Yours faithfully,



Agreement Number(s) where required:	
HP:	
Customer:	
Effective Date (if applicable):	
Term Length (if applicable)	

HP CUSTOMER TERMS - SUPPORT

- 1. Parties. These terms represent the agreement ("Agreement") that governs the purchase of support services from the Hewlett-Packard Company entity identified in the signature section below ("HP") by the Customer entity identified below ("Customer").
- 2. Orders. "Order" means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference ("Supporting Material"). Supporting Material may include (as examples) support product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated HP website.
- 3. Scope and Order Placement. These terms may be used by Customer either for a single Order or as a framework for multiple Orders. In addition, these terms may be used on a global basis by the parties' "Affiliates", meaning any entity controlled by, controlling, or under common control with a party. The parties can confirm their agreement to these terms either by signature where indicated at the end or by referencing these terms on Orders. Affiliates participate under these terms by placing orders which specify service delivery in the same country as the HP Affiliate accepting the Order, referencing these terms, and specifying any additional terms or amendments to reflect local law or business practices.
- 4. Order Arrangements. Customer may place orders with HP through our website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a service delivery date. If Customer extends the service delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order.
- 5. Prices and Taxes. Prices will be as quoted in writing by HP or, in the absence of a written quote, as set out on our website, customer-specific portal, or HP published list price at the time an order is submitted to HP. Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.
- 6. Invoices and Payment. Customer agrees to pay all invoiced amounts within thirty (30) days of HP's invoice date. HP may suspend or cancel performance of open Orders or services if Customer fails to make payments when due.
- 7. Support Services. HP's support services will be described in the applicable Supporting Material, which will cover the description of HP's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.





Agreement Number(s) where required:	
HP:	
Customer:	
Effective Date (if applicable):	•••••
Term Length (if applicable)	

- 8. Eligibility. HP's service, support and warranty commitments do not cover claims resulting from:
 - 1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
 - 2. Modifications or improper system maintenance or calibration not performed by HP or authorized by HP:
 - 3. failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service;
 - 4. malware (e.g. virus, worm, etc.) not introduced by HP; or
 - 5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.
- **9. Dependencies.** HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
- 10. Change Orders. We each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables will require a change order signed by both parties.
- 11. Services Performance. Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard.
- 12. Intellectual Property Rights. No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services.
- 13. Intellectual Property Rights Infringement. HP will defend and/or settle any claims against Customer that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on Customer's prompt notification of the claim and cooperation with our defense. HP may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HP is not responsible for claims resulting from any unauthorized use of the products or services.
- 14. Confidentiality. Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such



Agreement Number(s) where required:
HP:
Customer:
Effective Date (if applicable):
Term Length (if applicable)

information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.

- 15. Personal Information. Each party shall comply with their respective obligations under applicable data protection legislation. HP does not intend to have access to personally identifiable information ("PII") of Customer in providing services. To the extent HP has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HP will use any PII to which it has access strictly for purposes of delivering the services ordered.
- 16. Global Trade compliance. Services provided under these terms are for Customer's internal use and not for further commercialization. HP may suspend its performance under this Agreement to the extent required by laws applicable to either party.
- Limitation of Liability. HP's liability to Customer under this Agreement is limited to the amount payable by Gustomer to HP for the relevant Order. Neither Customer nor HP will be liable for lost revenues or profits, redownthmercosts, loss of damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily no injury course by their negligence; acts of fraud; wilful repudiation of the Agreement; nor any liability which in a local limit of excluded or limited by applicable law.
 - **18. Disputes.** If Customer is dissatisfied with any services purchased under these terms and disagrees with HP's proposed resolution, we both agree to promptly escalate the issue to a Vice President (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.
 - **19. Force Majeure**. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
 - 20. Termination. Either party may terminate this Agreement upon prior written notice of thirty (30) days, if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.



21. General. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication, pre-printed terms or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. The Agreement will be governed by the laws of the country of HP or the HP Affiliate accepting the Order and the courts of that locale will have jurisdiction, however, HP or its Affiliate may, bring suit for payment in the country where the Customer Affiliate that placed the Order is located. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Claims arising or raised in the United States will be governed by the laws of the state where Customer US Affiliate is headquartered, excluding rules as to choice and conflict of law.

The parties confirm their agreement to these terms either by referencing them in the relevant Order or by executing below:

Sealed and Customer:	Signed	for	[Insert signature]	डा॰ डी.एस. ठाकुर / Dr. D.S. Thakur प्रमासनिक अधिकारी (प्रभारी) / Administrative Officer (I/c)
by.			[Insert name]	····राष्ट्रीय शैक्षिक योजना एवं प्रशासन संस्थान (मानित विश्वविद्यालय)
Title:			[Insert signatory's business title]	National Institute of Educational Planning and Administration (Desmed to be University) नई दिल्ली / New Delhi-110016
PO Number:				
			[Insert PO number]	
Date:				
			[Insert date]	

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NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND ADMINISTRATION

17-B, Sri Aurobindo Marg, New Delhi-110016 Ph.: 011-265-44874/892

Purchase Order No.: F.No. 13-7/2016-17/GA

January 14, 2022

M/s Dell International Services India Pvt. Ltd. Divyasree Greens Ground Floor,12/1, 12/2A, 13/1A, Challaghatta Village,Varthur Hobli, Bangalore South, Karnataka. www.dell.co.in

<u>Subject: Warranty Extension/CAMC (Coverage Period 13.01.2022 to 13.01.2023)</u> <u>Ref. E-mail dated 04.01.2022 (Sujata.S@dellteam.com/Rajendra.A.C@dell.com)</u>

We are pleased to place an ORDER for the supply of the above as per the terms and conditions detailed

S.No.	Description	Qty. Reqd.	Uni	t Rate	Total
1.	One Year Hardware Maintenance On-Site Dell: (a) Dell Poweredge R820 (Service Tag- BSMTQ02)	-	89,	187.85	89,187.85
	(Rupees Eighty Nine Thousand One Hundred Eighty Seven and Eighty Five Paise Only)	GRAND TO	TAL	(Inc	Rs.89,187.85 l. of 18% GST)

Registrar 1411/202

1.	E.D.@	:	NIL	(Original ED Gate Pass/ED Certificate should be produced)	
2.	ST/VAT/GST@	:	Inclusive	(ST Certificate should be produced. NO CONCESSION FORM WILL BE ISSUED)	
3.	Packing Forwarding Charges @	:		(Supporting Vouchers should be produced)	
4.	Freight Charges	· ·		(To be pre-paid by the supplier and claimed in your bills with documentary evidence. LR/RR in original OR supporting voucher should be produced.	
5.	Delivery	:		1 week	
6.	Delivery place	:		NIEPA Stores	
	 Payment Terms: Subject to Clause 10 of Terms & Conditions of NIEPA (Overleaf) a) 100% of the due price will be paid within 30 days of the receipt of materials/equipment/service in good working condition at NIEPA in conformity with all the specifications detailed in the order and after receipt of all relevant documents. b) 100% advance payment within 30 days on submission of Invoice. 				
8.	Warranty : As applicable				
9.	Prior Inspection by NIEPA before delivery is MANDATORY unless otherwise exempted. After completion of supplies bill shall be submitted in triplicate along with stamped pre-receipt, Guarantee certificate, Literature, Instruction, operation and maintenance manual (if any). Test Certificate (if applicable) Samples should be got approved before supply. DELIVERY SCHEDULE SHOULD BE STRICTLY ADHERED TO, OTHERTWISE PENALTY AS PER PURCHASE RULES WILL BE IMPOSED. The Invoice/bill not accompanying the above documents shall be withheld from payments for which NIEPA shall not be responsible.				
10.	0. Terms and conditions as accepted by the firm while quoting the equipment are enclosed.				

TERMS & CONDITIONS

1. Prices:

The prices noted in the order are firm and shall clearly mention about taxes – inclusive or exclusive. (Please note that we shall not furnish 'C' or 'D' form)

2. Acknowledgement:

Your acceptance of the order may please be intimated by return post.

3. Right of Rejection:

NIEPA reserves the right to reject sub-standard material(s).

4. Delivery Period:

This should be strictly adhered to. For any delay in deliver NIEPA reserves the right to impose penalty of $\frac{1}{2}$ % per week subject to a maximum of 5% of the value of the order.

5. Despatch instructions:

(a) To be delivered to the Central Store, NIEPA, New Delhi (b) The goods/equipments should be secure4ly packed at supplier's expenses so as to avoid any damage in transit (c) The goods/equipment should be sent to Delhi by (i) Passenger/Goods Train (ii) and Road Transport (iii) Road Transport with delivery at Stores, NIEPA (d) Personal delivery by the representative of supplier at NIEPA, New Delhi

6. Transit Insurance:

(a) The equipment/goods should be sent at supplier's/ transport's risk (b) Under no circumstances the transit Insurance will be paid by NIEPA

7. Inspection:

Registrar, NIEPA or any of his authorised representative be allowed to inspect the equipment/stores at the works of the supplier during manufacture or any time before despatch of the equipment/stores. At the discretion of NIEPA, material/equipments may be inspected at NIEPA before acceptance.

8. Octroi and other Municipal Taxes/Levies:

(a) As the NIEPA is exempted from the levy of octroi duty, the octroi duty charges shall not be paid under any circumstances (b) NIEPA will however assist in obtaining the octroi exemption provided if the goods/equipment are booked in the name of NIEPA and all the relevant documents are furnished sufficiently in advance of the arrival of the goods/equipment at Delhi

9. Guarantee:

The equipment/material shall be guaranteed for a period of Twelve months from the date of receipt in good working condition at NIEPA against any manufacturing defect, faulty design or workmanship shall be replaced free of cost at the ultimate destination of NIEPA (or) 12 months from the date of satisfactory commissioning of the equipment whichever is earlier.

10. General:

- a) The price detailed in the purchase order are firm and final (b) The erection commissioning and demonstration for satisfactory working of the equipments by the supplier at NIEPA shall be essential (c) NIEPA reserves the right to rectify the mistakes of typographical and clerical nature and arithmetical inaccuracies in this purchase order at any time, not withstanding payments made if any. In all cases the decision of NIEPA shall be final, conclusive and binding on the supplier (d) NIEPA responsibility shall cease after intimation by ordinary post to the supplier or the equipment/stores received in damaged/non-working/malfunctioning condition (e) The prices as well as the taxes/duties quoted by the supplier shall under no circumstances be revised upward without the prior consent of NIEPA in writing during the delivery period. The decision of NIEPA shall in all such cases be final and conclusive (f) Test certificates manufacturer's test certificates and two sets of drawings showing the electrical/electronic circuit diagrams and all details pertaining to the equipment shall be furnished along with the bill/documents at free of cost. Equipment/stores to be supplied to NIEPA shall be entirely brand new and of the best quality and worksmanship to the satisfaction of NIEPA. The decision of the NIEPA in all disputes under this clause shall be final, conclusive and binding on the supplier.
- 11. In all the disputes arising out of (i) the interpretation of any of the clause/clauses contained in this order: (ii) the rejection of the equipment/stores by NIEPA (iii) the cancellation of this order, the decision of NIEPA shall be final, conclusive and binding on the supplier. All legal disputes shall be subject to the jurisdiction of the courts in the city of Delhi. India.
- 12. Notwithstanding any omission/commission the specification detailed in this order the supplier shall supply the equipment/stores as per the requirements of be final, conclusive and binding on the supplier. Only and without any change in the prices detailed in this order

13. Electricals:

All electrical equipment should be suitable for operation on 230v 50 cycles single phase AC and must tropicalised for Indian conditions.

14. Supply:

(a) The equipment/stores along with all the accessories shall be supplied in one consignment/despatch only (b) Part supply is prohibited (c) Non-withstanding any omissions in the accessories/parts detailed in the Purchase Order in the main equipment should be supplied complete with all the essential accessories/parts required of its satisfactory and efficient operation/performance without any extra cost.

15. Manual / Pamphlets:

Two copies of the operation maintenance manuals/pamphlets should be supplied free of cost along with the equipment.

16. No surcharge of any kind shall be paid.



Trade / Legal Name: DELL INTERNATIONAL SERVICES INDIA PRIVATE I IMITED C/o YCH Logistics India Private Limited, Plot No D-VI (DTA UNIT) SIPCOT HITECH SEZ Phase II, Srimangadu Village Sriperumbudur

Taluk, Kancheepuram, Tamil Nadu -602105 Bill From / Ship From State :TN

Tax Invoice

Duplicate

Billing Address:

NATIONAL INSTITUTE OF **EDUCATIONAL PLANNING AND** 17-B, SRI AUROBINDO MARG **NEW DELHI** 110016 DL India SATISH

Shipping Address:

NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND 17-B, SRI AUROBINDO MARG **NEW DELHI** 110016 India SATISH 26544892

Customer No: 792437639 Order No: 852523531 Page 5 of 5 Invoice No: 2410292052

Bill To GST Reg. No.:

26544892

Ship To GST Reg. No.: Bill to PAN: Ship to PAN: Cust PO:

UNREGISTERED UNREGISTERED UNREGISTERED F.No.13-7/2016-17/GA 32143581

UNREGISTERED

ZIN 30 Days Inv 30/04/2022

Invoice Date: Delivery Type: Order Type: Salesperson:

Shipping Method: Supply Type: Invoice Type Code: Reverse Charge:

25/03/2022

INTERNATIONAL CARRIER 13 Non Product Services SWATI KATYAL Not Applicable Supply REG Ν

HOW TO PAY

Quotation No.:

Due Date:

Payment Terms:

EFT (Electronic Funds Transfer)

Make your EFT payment at your bank or via the internet using the following account details

Beneficiary Name: Dell International Services India Pvt. Ltd

Bank Name: CITIBANK NA Swift Code: CITIINBX MICR # : 560037002

IFSC code (for RTGS) : CITI0000004

Account #: 0035439005

Please send a remittance advice by email to: India_remits@dell.com clearly identifying your payment and detailing invoice information.

CHEQUE / DD / BANKER DRAFT

Cheques / DD to be made payable to Dell International Services India Pvt. Ltd

Please courier your cheques / DD / Banker Draft to the below address and please write the invoice / order numbers behind the documents / attach the remittance

Dell International Services India Pvt. Ltd, #12/1,12/2A,13/1A, Challaghatta Village, Varthur Hobli Bengaluru South, Bengaluru 560 071

PLEASE DISREGARD THIS REMITTANCE ADVICE IF PREPAID, OTHERWISE INCLUDE THIS SLIP WITH YOUR PAYMENT

Dell is currently performing Accounts Receivable and Collection Services on behalf of NTT DATA, Inc. under a 3rd party services contract. Please direct questions or concerns to the Contact person listed above.



Trade / Legal Name:
DELL INTERNATIONAL SERVICES INDIA
PRIVATE LIMITED
C/o YCH Logistics India Private Limited,
Plot No D-VI (DTA UNIT)
SIPCOT HITECH SEZ Phase II,

Taluk, Kancheepuram, Tamil Nadu -602105. Bill From / Ship From State :TN

Srimangadu Village Sriperumbudur

Tax Invoice

Duplicate

Billing Address:

26544892

Payment Terms:

Due Date:

NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND 17-B, SRI AUROBINDO MARG NEW DELHI 110016 DL India SATISH

ZIN 30 Days Inv

30/04/2022

Shipping Address:

NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND 17-B, SRI AUROBINDO MARG NEW DELHI 110016 DL India SATISH 26544892

REG

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Invoice No: 2410292052 Customer No: 792437639 Order No: 852523531 Page 4 of 5 Bill To GST Reg. No.: UNREGISTERED Invoice Date: 25/03/2022 Ship To GST Reg. No.: UNREGISTERED Delivery Type: INTERNATIONAL CARRIER Bill to PAN: **UNREGISTERED** Order Type: 13 Non Product Services Ship to PAN: UNREGISTERED Salesperson: SWATI KATYAL Cust PO: F.No.13-7/2016-17/GA Shipping Method: Not Applicable Quotation No.: 32143581 Supply Type: Supply

Invoice Type Code:

Reverse Charge:

Agreement (together the "Agreement"), all of which terms and conditions are herein included by reference. This Agreement is the final agreement between the parties in connection with the transaction, replacing any preprinted or other terms in any purchase order, invoice or other document issued by either party. (3) The Agreement may not be amended or varied by any other subsequent terms or conditions imposed by you without: (a) prior written approval and signature of Dell's Segment General Manager or their delegate; and (b) a specific reference to this paragraph (3). (4) These commodities, technology or software were exported in accordance with the United States' Export Administration Regulations. Diversion contrary to US law is prohibited.

Invoice has been digitally signed and hence does not require any physical signature.



Trade / Legal Name:
DELL INTERNATIONAL SERVICES INDIA
PRIVATE LIMITED
C/o YCH Logistics India Private Limited,
Plot No D-VI (DTA UNIT)
SIPCOT HITECH SEZ Phase II,
Srimangadu Village Sriperumbudur
Taluk, Kancheepuram, Tamil Nadu -

Bill From / Ship From State :TN

Tax Invoice

Duplicate

Billing Address:

NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND 17-B, SRI AUROBINDO MARG NEW DELHI 110016 DL India SATISH 26544892 Shipping Address:

NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND 17-B, SRI AUROBINDO MARG NEW DELHI 110016 DL India SATISH 26544892

Page 3 of 5 Customer No: 792437639 Order No: 852523531 Invoice No: 2410292052 25/03/2022 UNREGISTERED Invoice Date: Bill To GST Reg. No.: INTERNATIONAL CARRIER UNREGISTERED Delivery Type: Ship To GST Reg. No .: Order Type: 13 Non Product Services UNREGISTERED Bill to PAN: UNREGISTERED Salesperson: SWATI KATYAL Ship to PAN:

 Cust PO:
 F.No.13-7/2016-17/GA

 Quotation No.:
 32143581

 Payment Terms:
 ZIN 30 Days Inv

 Due Date:
 30/04/2022

Shipping Method: N Supply Type: S Invoice Type Code: F Reverse Charge: N

I3 Non Product Services SWATI KATYAL Not Applicable Supply REG

Per the GST Act, no amendment for Tax invoice can be made later than 30 September of the Financial Year following the Financial Year in which the invoice is issued. Customer shall reach out to Dell team in case of any such ask before 31 August of the following financial year for processing such request.

No credit of additional duty of customs levied under sub-section (5) of section 3 of the Customs Tariff Act, 1975 shall be admissible.

NOTE :Interest @ 24% per annum will be levied if paid beyond the due date

Original for Recipient; Duplicate for Transporter/Supplier.

The Finance Act, 2020 has introduced Tax Collection at Source (TCS) provisions in the Income-tax Act, 1961 ("the Act") which require seller of goods to collect TCS on consideration received in excess of INR 50 lakhs in a Financial Year, towards such sale of goods. While determining applicability of TCS, Dell would evaluate relevant provisions of the Act including analysing whether taxes have been deducted under section 194Q or under any other provisions of the Act. Hence, while making payment, you are requested to provide the payment details along with details of tax deducted (if any) including the rate and section under which tax is deducted.

Where it is determined that TCS is applicable for any transaction(s), Dell, in accordance with the provisions of the Act, reserves the right to charge / collect / adjust TCS through an intimation in any form including by way of a debit / credit note, invoice(s) or any other means.

Further, In terms of the provisions of section 206AB/ 206CCA of the Act, Dell confirms that it has filed Original Return of Income u/s 139(1) for latest two assessment years for which time limit of filing has expired as given below:

	Date of e-filing of Original Return of Income u/s 139(1) of the Act	e-filing Acknowledgment Number
2019-20	29th November 2019	264519211291119
2020-21	22nd December 2020	869488491221220

(1) The transaction in this document (all sales and services) is subject to Dell's Terms and Conditions available on www.dell.com/ap or on request. Services are provided by Dell as described in the relevant service agreement (which may comprise order forms or "Service Descriptions" available at www.dell.com/ServiceContracts, "Technical Specification Forms" or "Statements of Work ". (2) By signing a Dell Quotation and/or submitting a purchase order pursuant to Dell's Quotation, you acknowledge that you have read and agree to be bound by Dell's Terms and Conditions and any referenced Service



Trade / Legal Name:
DELL INTERNATIONAL SERVICES INDIA
PRIVATE LIMITED
C/o YCH Logistics India Private Limited,
Plot No D-VI (DTA UNIT)
SIPCOT HITECH SEZ Phase II,
Srimangadu Village Sriperumbudur
Taluk, Kancheepuram, Tamil Nadu -

Bill From / Ship From State :TN

Tax Invoice

Duplicate

Billing Address:

NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND 17-B, SRI AUROBINDO MARG NEW DELHI 110016 DL India SATISH 26544892 Shipping Address:

26544892

NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND 17-B, SRI AUROBINDO MARG NEW DELHI 110016 DL India SATISH

Invoice No: 2410292052		Customer No: 792437639	Order No: 852523531	Page 2 of 5
Bill To GST Reg. No.:	UNREGISTERED	Invoice Date:	25/03/2022	
Ship To GST Reg. No.:	UNREGISTERED	Delivery Type:	INTERNATIONAL CARRIER	
Bill to PAN:	UNREGISTERED	Order Type:	I3 Non Product Services	
Ship to PAN:	UNREGISTERED	Salesperson:	SWATI KATYAL	
Cust PO:	F.No.13-7/2016-17/GA	Shipping Method:	Not Applicable	
Quotation No.:	32143581	Supply Type:	Supply	
Payment Terms:	ZIN 30 Days Inv	Invoice Type Code:	REG	
Due Date:	30/04/2022	Reverse Charge:	N	

Description	Place of Supply	HSN/SAC	Quantity (NOS)	Unit Price	Net	Tax type	Rate	Tax Amount
1Yr ProSupport Plus and Mission Critical: (7x24) 4-hour Onsite Service Ext	DELHI (07), IN	998713	1	75,582.92	75,582.92	IGST	18%	13,604.93
Tag No.: BSMTQ02 Start Date: 2022-03-25 End Date: 202	3-03-25							
ProSupport Plus and Mission Critical: 1Yr (7x24) Technical Support and Assistance Ext			1					
Tag No.: BSMTQ02 Start Date: 2022-03-25 End Date: 202	3-03-25							
ProSupport Plus and Mission Critical: 1Yr (7x24) 4-hour Onsite Service Ext			1					
Tag No.: BSMTQ02 Start Date: 2022-03-25 End Date: 202	3-03-25							

INR
Subtotal 75,582.92
IGST - 18% 13,604.93
Total Tax Amount 13,604.93
Total Value 89,187.85

Rupees Eighty Nine Thousand One Hundred Eighty Seven and Eighty Five Paise Only

Tag Nos.



Trade / Legal Name:
DELL INTERNATIONAL SERVICES INDIA
PRIVATE LIMITED
C/o YCH Logistics India Private Limited,
Plot No D-VI (DTA UNIT)
SIPCOT HITECH SEZ Phase II,
Srimangadu Village Sriperumbudur
Taluk, Kancheepuram, Tamil Nadu 602105.

Bill From / Ship From State :TN

Tax Invoice

Duplicate

Dell International Services India Pvt. Ltd Registered Office # 12/1, 12/2A, 13/1A, Divyasree Greens, Challaghata Village, Varthur Hobli, Domlur PO, Inner Ring Road, Bangalore 560 071 Telephone: 1800-425-4026 (Toll Free) www.dell.co.in

Billing Address:

NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND 17-B, SRI AUROBINDO MARG NEW DELHI 110016 DL India SATISH 26544892

Shipping Address:

NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND 17-B, SRI AUROBINDO MARG NEW DELHI 110016 DL India SATISH 26544892

Invo	ica	No:	2410	12920	52

Customer No: 792437639

Order No: 852523531 Page

Page 1 of 5

Bill To GST Reg. No.: Ship To GST Reg. No.: Bill to PAN:

Bill to PAN: Ship to PAN: Cust PO: Quotation No.:

Payment Terms:

Due Date:

UNREGISTERED UNREGISTERED UNREGISTERED UNREGISTERED F.No.13-7/2016-17/GA 32143581 ZIN 30 Days Inv

30/04/2022

Invoice Date:
Delivery Type:
Order Type:
Salesperson:
Shipping Method:
Supply Type:
Invoice Type Code:
Reverse Charge:

25/03/2022
INTERNATIONAL CARRIER
I3 Non Product Services
SWATI KATYAL
Not Applicable
Supply
REG
N

Thanks for placing order on Dell. Your Order is invoiced. Please find attached digitally signed Invoice.





Trade / Legal Name: DELL INTERNATIONAL SERVICES INDIA PRIVATE LIMITED C/o YCH Logistics India Private Limited, Plot No D-VI (DTA UNIT) SIPCOT HITECH SEZ Phase II, Srimangadu Village Sriperumbudur Taluk, Kancheepuram, Tamil Nadu -

Bill From / Ship From State :TN

Tax Invoice

Original

Billina Address:

26544892

NATIONAL INSTITUTE OF **EDUCATIONAL PLANNING AND** 17-B, SRI AUROBINDO MARG **NEW DELHI** 110016 DL India SATISH

Shipping Address:

26544892

NATIONAL INSTITUTE OF **EDUCATIONAL PLANNING AND** 17-B, SRI AUROBINDO MARG NEW DELHI 110016 DL India SATISH

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Invoice No: 2410292052 Customer No: 792437639 Order No: 852523531 Page 5 of 5 UNREGISTERED Bill To GST Reg. No.: Invoice Date: 25/03/2022 Ship To GST Reg. No.: UNREGISTERED Delivery Type: INTERNATIONAL CARRIER Bill to PAN: UNREGISTERED Order Type: 13 Non Product Services Ship to PAN: UNREGISTERED Salesperson: SWATI KATYAL Cust PO: F.No.13-7/2016-17/GA Shipping Method: Not Applicable Quotation No.: 32143581 Supply Type: Supply ZIN 30 Days Inv Payment Terms: Invoice Type Code: REG

Reverse Charge:

602105

HOW TO PAY

Due Date:

EFT (Electronic Funds Transfer)

Make your EFT payment at your bank or via the internet using the following account details

Beneficiary Name: Dell International Services India Pvt, Ltd.

30/04/2022

Bank Name : CITIBANK NA Swift Code: CITIINBX MICR #: 560037002

IFSC code (for RTGS) : CITI0000004 Account # : 0035439005

Please send a remittance advice by email to: India_remits@dell.com clearly identifying your payment and detailing invoice information.

CHEQUE / DD / BANKER DRAFT

Cheques / DD to be made payable to Dell International Services India Pvt. Ltd

Please courier your cheques / DD / Banker Draft to the below address and please write the invoice / order numbers behind the documents / attach the remittance

Dell International Services India Pvt. Ltd, #12/1,12/2A,13/1A, Challaghatta Village, Varthur Hobli Bengaluru South, Bengaluru 560 071

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Dell is currently performing Accounts Receivable and Collection Services on behalf of NTT DATA, Inc. under a 3rd party services contract. Please direct questions or concerns to the Contact person listed above.



Trade / Legal Name:
DELL INTERNATIONAL SERVICES INDIA
PRIVATE LIMITED
C/o YCH Logistics India Private Limited,
Plot No D-VI (DTA UNIT)
SIPCOT HITECH SEZ Phase II,
Srimangadu Village Sriperumbudur

Taluk, Kancheepuram, Tamil Nadu -602105. Bill From / Ship From State :TN Tax Invoice

Original

Billing Address:

NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND 17-B, SRI AUROBINDO MARG NEW DELHI 110016 DL India SATISH 26544892 Shipping Address:

NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND 17-B, SRI AUROBINDO MARG NEW DELHI 110016 DL India SATISH 26544892

Invoice No: 2410292052		Customer No: 792437639	Order No: 852523531	Page 4 of 5
Bill To GST Reg. No.: Ship To GST Reg. No.: Bill to PAN: Ship to PAN: Cust PO: Quotation No.: Payment Terms: Due Date:	UNREGISTERED UNREGISTERED UNREGISTERED UNREGISTERED F.No.13-7/2016-17/GA 32143581 ZIN 30 Days Inv 30/04/2022	Invoice Date: Delivery Type: Order Type: Salesperson: Shipping Method: Supply Type: Invoice Type Code: Reverse Charge:	25/03/2022 INTERNATIONAL CARRIER I3 Non Product Services SWATI KATYAL Not Applicable Supply REG N	

Agreement (together the "Agreement"), all of which terms and conditions are herein included by reference. This Agreement is the final agreement between the parties in connection with the transaction, replacing any preprinted or other terms in any purchase order, invoice or other document issued by either party. (3) The Agreement may not be amended or varied by any other subsequent terms or conditions imposed by you without: (a) prior written approval and signature of Dell's Segment General Manager or their delegate; and (b) a specific reference to this paragraph (3). (4) These commodities, technology or software were exported in accordance with the United States' Export Administration Regulations. Diversion contrary to US law is prohibited.

Invoice has been digitally signed and hence does not require any physical signature.



Trade / Legal Name:
DELL INTERNATIONAL SERVICES INDIA
PRIVATE LIMITED
C/o YCH Logistics India Private Limited,
Plot No D-VI (DTA UNIT)
SIPCOT HITECH SEZ Phase II,
Srimangadu Village Sriperumbudur
Taluk, Kancheepuram, Tamil Nadu -

Bill From / Ship From State :TN

Tax Invoice

Original

Billing Address:

Due Date:

NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND 17-B, SRI AUROBINDO MARG NEW DELHI 110016 DL India SATISH 26544892 Shipping Address:

26544892

NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND 17-B, SRI AUROBINDO MARG NEW DELHI 110016 DL India SATISH

Invoice No: 2410292052		Customer No: 792437639	Order No: 852523531	Page 3 of 5
Bill To GST Reg. No.:	UNREGISTERED	Invoice Date:	25/03/2022	
Ship To GST Reg. No.:	UNREGISTERED	Delivery Type:	INTERNATIONAL CARRIER	
Bill to PAN:	UNREGISTERED	Order Type:	I3 Non Product Services	
Ship to PAN:	UNREGISTERED	Salesperson:	SWATI KATYAL	
Cust PO:	F.No.13-7/2016-17/GA	Shipping Method:	Not Applicable	
Quotation No.:	32143581	Supply Type:	Supply	
Payment Terms:	ZIN 30 Davs Inv	Invoice Type Code:	REG	

Reverse Charge:

602105

Per the GST Act, no amendment for Tax invoice can be made later than 30 September of the Financial Year following the Financial Year in which the invoice is issued. Customer shall reach out to Dell team in case of any such ask before 31 August of the following financial year for processing such request,

No credit of additional duty of customs levied under sub-section (5) of section 3 of the Customs Tariff Act, 1975 shall be admissible.

NOTE :Interest @ 24% per annum will be levied if paid beyond the due date

30/04/2022

Original for Recipient; Duplicate for Transporter/Supplier.

The Finance Act, 2020 has introduced Tax Collection at Source (TCS) provisions in the Income-tax Act, 1961 ("the Act") which require seller of goods to collect TCS on consideration received in excess of INR 50 lakhs in a Financial Year, towards such sale of goods. While determining applicability of TCS, Dell would evaluate relevant provisions of the Act including analysing whether taxes have been deducted under section 194Q or under any other provisions of the Act. Hence, while making payment, you are requested to provide the payment details along with details of tax deducted (if any) including the rate and section under which tax is deducted.

Where it is determined that TCS is applicable for any transaction(s), Dell, in accordance with the provisions of the Act, reserves the right to charge / collect / adjust TCS through an intimation in any form including by way of a debit / credit note, invoice(s) or any other means.

Further, In terms of the provisions of section 206AB/ 206CCA of the Act, Dell confirms that it has filed Original Return of Income u/s 139(1) for latest two assessment years for which time limit of filing has expired as given below:

MASSESSMENT YEAR	Date of e-filing of Original Return of Income u/s 139(1) of the Act	e-filing Acknowledgment Number
2019-20	29th November 2019	264519211291119
2020-21	22nd December 2020	869488491221220

(1) The transaction in this document (all sales and services) is subject to Dell's Terms and Conditions available on www.dell.com/ap or on request. Services are provided by Dell as described in the relevant service agreement (which may comprise order forms or "Service Descriptions" available at www.dell.com/ServiceContracts, "Technical Specification Forms" or "Statements of Work ". (2) By signing a Dell Quotation and/or submitting a purchase order pursuant to Dell's Quotation, you acknowledge that you have read and agree to be bound by Dell's Terms and Conditions and any referenced Service

D&LLTechnologies

GST Reg No: 33AAACH1925Q1ZH PAN NO: AAACH1925Q

Trade / Legal Name: DELL INTERNATIONAL SERVICES INDIA PRIVATE LIMITED C/o YCH Logistics India Private Limited, C/O YCH LOGISIUS IIIIII ATNAW EIIIII Plot No D-VI (DTA UNIT) SIPCOT HITECH SEZ Phase II, Srimangadu Village Sriperumbudur Taluk, Kancheepuram, Tamil Nadu -602105.

Bill From / Ship From State :TN

Tax Invoice

Original

Billing Address:

NATIONAL INSTITUTE OF **EDUCATIONAL PLANNING AND** 17-B, SRI AUROBINDO MARG **NEW DELHI** 110016 DL India SATISH 26544892

Shipping Address:

NATIONAL INSTITUTE OF **EDUCATIONAL PLANNING AND** 17-B, SRI AUROBINDO MARG NEW DELHI 110016 DL India SATISH 26544892

Invoice No: 2410292052		Customer No: 792437639	Order No: 852523531	Page 2 of 5
Bill To GST Reg. No.:	UNREGISTERED	Invoice Date:	25/03/2022	
Ship To GST Reg. No.:	UNREGISTERED	Delivery Type:	INTERNATIONAL CARRIER	

Bill to PAN: Ship to PAN:

UNREGISTERED UNREGISTERED Cust PO: F.No.13-7/2016-17/GA Quotation No.: 32143581 Payment Terms: ZIN 30 Days Inv 30/04/2022 Due Date:

Order Type: Salesperson: Shipping Method: Supply Type: Invoice Type Code: Reverse Charge: 13 Non Product Services SWATI KATYAL Not Applicable Supply REG

Description	Place of Supply	HSN/SAC	Quantity (NOS)	Unit Price	Net	Tax type	Rate	Tax Amount
Onsite Service Ext Tag No.: BSMTQ02 Start Date: 2022-03-25 End Date: 2022-03-25 Cond Dat	DELHI (07), IN 3-03-25	998713	1	75,582.92	75,582.92	IGST	18%	13,604.93
ProSupport Plus and Mission Critical: 1Yr (7x24) Technical Support and Assistance Ext Tag No.: BSMTQ02 Start Date: 2022-03-25 End Date: 2022 ProSupport Plus and Mission Critical: 1Yr (7x24) 4-hour Onsite Service Ext Tag No.: BSMTQ02 Start Date: 2022-03-25 End Date: 202			1					

INR Subtotal 75,582.92 IGST - 18% 13,604.93 Total Tax Amount 13,604.93 89,187.85 Total Value

Rupees Eighty Nine Thousand One Hundred Eighty Seven and Eighty Five Paise Only

Tag Nos.

Trade / Legal Name: DELL INTERNATIONAL SERVICES INDIA PRIVATE LIMITED C/o YCH Logistics India Private Limited, Plot No D-VI (DTA UNIT)
SIPCOT HITECH SEZ Phase II,
Srimangadu Village Sriperumbudur
Taluk, Kancheepuram, Tamil Nadu

Bill From / Ship From State :TN

Tax Invoice

Original

Dell International Services India Pvt. Ltd Registered Office # 12/1, 12/2A, 13/1A, Divyasree Greens, Challaghata Village, Varthur Hobli, Domlur PO, Inner Ring Road, Bangalore 560 071 Telephone: 1800-425-4026 (Toll Free) www.dell.co.in

Shipping Address:

NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND 17-B, SRI AUROBINDO MARG NEW DELHI 110016 DL India SATISH

REG

26544892

Invoice No: 2410292052 Customer No: 792437639 Order No: 852523531 Page 1 of 5

Bill To GST Reg. No.: Ship To GST Reg. No.:

Bill to PAN: Ship to PAN: Cust PO:

Billing Address:

NEW DELHI

110016

SATISH

26544892

DL

India

NATIONAL INSTITUTE OF

EDUCATIONAL PLANNING AND

17-B, SRI AUROBINDO MARG

Quotation No.: Payment Terms: Due Date:

UNREGISTERED UNREGISTERED UNREGISTERED UNREGISTERED F.No.13-7/2016-17/GA 32143581

ZIN 30 Days Inv 30/04/2022

Invoice Date: Delivery Type: Order Type: Salesperson: Shipping Method:

Supply Type: Invoice Type Code: Reverse Charge:

25/03/2022 INTERNATIONAL CARRIER 13 Non Product Services SWATI KATYAL Not Applicable Supply

Thanks for placing order on Dell. Your Order is invoiced. Please find attached digitally signed Invoice.

For Dell International Services India Private Limited

Digitally signed by DS TRUSTWEAVER AB 4 Date 2022-03-25 18:00:53 UTC

On behalf of Amit Gupta(Authorized Signatory)



(मानित विश्वविद्यालय)

17-बी, श्री अरविंद मार्ग, नई दिल्ली 110 016



NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND ADMINISTRATION

(Deemed to be University) 17-B. Sri Aurobindo Marg, New Delhi 110 016

EPABX 91-11-2656 5600, 2654 4800 Fax 91-11-2685 3041, 2686 5180

E-mail nuepa@nuepa.org Website www.nuepa.org

Dr. D.S. Thakur Administrative Officer (I/c) Ph.No.: 011-26544833

> F.No.13-5/2015-16/GA May 10, 2022

To

M/s ADS Softek Private Limited No.2A, Shiva Sadan, 2-7-44, SRK Colocy, West Marredpally, Secunderabad-500026

Subject: Extension of AMC of Shaala Siddhi Web Portal up to 30.09.2022.

Sir/Madam,

This is to inform you that the Competent Authority has decided to extend the AMC of Shaala Siddhi Web Portal for a period of six months w.e.f. 01.04.2022 up to 30.09.2022 on the same rate and terms and conditions.

If the terms and conditions of the AMC are acceptable to you, you may return a signed copy of this letter.

With regards

C



(मानत विश्वविद्या 17-वी, श्री अरविंद मार्ग, नई दिल्ली 110 (

NATIONAL INSTITUTE OF EDUCATIONAL PLANNING AND ADMINISTRATIC

(Deemed to be Univers 17-B, Sri Aurobindo Marg, New Delhi 110 0

EPABX 91-11-2656 5600, 2654 4800 Fax 91-11-2685 3041, 2686 51
E-mail nuepa@nuepa.org Website www.nuepa.c

F.No. 13-5/2015-16/GA March 27, 2018

To

M/s ADS Softek Private Limited 2, SRK Colony, West Marredpally Main Road, Secunderabad – 500026

Subject: AMC of Shaala Siddhi Web Portal.

Sir/Madam,

I am pleased to inform you that the Institute has decided to award AMC of Shaala Siddhi Web Portal at a total yearly cost of Rs. 8.24,500.

The terms and conditions and schedule of rates are enclosed at Annexure 'A' and 'B'. If the terms and conditions of the AMC are acceptable to you, you may return a signed copy and execute agreement on a non-juducial paper within 15 days of receipt of this letter.

2 [4][8] 1260] Yours faithfully.

(S.M.I.A. Zaidi) Registrar



5.0 GM

Annual Maintenance Contract for managing 'Shaala Siddhi' Web portal

Terms and Conditions

1. Description and Scope of AMC

Shaala Siddhi: Shaala Siddhi is the repository of records of school performance in India. The Shaala Siddhi is based on school-performance and collective professional decisions taken by the individual school designed and developed by NIEPA in consultation with States/UTs, MHRD, practitioner and other stakeholders.

A. Scope of Annual Maintenance Contract

1) Shaala Siddhi Portal needs to receive technical assistance and general consultation with regard to software issues.

2) M/s ADS Sofiek Pvt. Ltd. (the Agency) shall not update the Shaala Siddhi hosting environment without consulting NIEPA. Any licensing issue arising due to updating of Shaala Siddhi hosting environment without consultation of NIEPA will be the sole responsibility of the Agency.

3) For Transfer of purchased and accounted licenses, if any of Software Product, no additional charge shall be payable by NIEPA to the agency.

4) The Software maintenance shall update the software to the latest released version.

5) Defects and deviations from the intended purpose that are identified should be removed as part of the day-to-day maintenance service provided. In the event of defects that seriously impair the use of the software, M/s ADS Softek Pvt. Ltd shall provide a workaround solution.

6) NIEPA shall request in writing to M/s ADS Softek Pvt. Ltd. for any additional Shaala Siddhi Software customisation requests in future. The man-days for each customisation request shall be agreed upon after negotiating with Agency. The additional software, entry point for External Evolution, provision for Annual School Evaluation and customisation requests by NIEPA shall be as per its requirements, and Agency will charge the standard -customisation charges as per schedule of rates given at Annexure B' for additional Shaala Siddhi software customisation requests.

The list of customisation which are non-chargeable are as follows:

i. Data upload into Shaala Siddhi web portal will be each year.

ii. The following items are non-chargeable in User Management:

Any addition or deletion of attributes.

Addition or deletion of Account Permission.

Any change in show or hide users.

iii. Data Migration from Shaala Siddhi web portal server to another database server for NIEPA. NIEPA will provide the table structure for migration. ADS will ensure that every night data will be migrated from Shaala Siddhi web portal database server to another database server for NIEPA.

iv. Shaala Siddhi web portal application will support at least three browser i.e. 1) Chrome, 2) Firefox and 3) Internet Explore during the AMC period.



- v. Linking UDISE Code directly for all types of school under Shaala Siddhi will be handeled as a part of AMC. Those schools have don't have UDISE Code some provision have to be made to accommodate.
- vi. Efficiency of system must always be ensured during the AMC period.
- vii. Day to day Data Base monitoring, maintenance and performance tuning will be

C. Maintenance Services

In accordance with the terms of this Maintenance Agreement, M/s ADS Softek Pvt. Ltd will furnish the installation, support and error-correction services.

D. Term and Termination

- (a) Term: This Maintenance Agreement and other related Terms of Reference (TOR), therefore would be effective from commencement date stated in Software Service Agreement and continue for an initial period of 1 year subject to satisfactory performance of the Agency.
- (b) Renewal: The Agreement shall be renewed for an additional term of one (1) year subject to review of the performance after the expiration of the Initial Term on mutually agreed terms between the Parties, unless either party gives written notice of its intention not to renew [30] days before expiration of the current term. Upon either party giving notice of intention not to renew as aforesaid, the Agreement shall automatically stand terminated.
- Termination: This Maintenance Agreement shall terminate (i) upon expiration of (e) the then-current term, provided that at least twenty one (21) days advance written notice of termination is given to M/s ADS Softek Pvt. Ltd by the NIEPA; (ii) upon expiration of the then-current term, provided that at least twenty one (21) days advance written notice of termination is given to NIEPA by M/s ADS Softek Pvt. Ltd; or (iv) upon twenty one (21) days advance written notice if the other party has breached this Maintenance Agreement and has not cured such breach within such notice period.

E. Warranty and Remedies

M/s ADS Softek Pvt. Ltd will use reasonable efforts to perform the services to conform to generally accepted industry standards.

Agency will defend, indemnify and hold harmless the NIEPA, its officers, agents, and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description or damages to persons or property arising out of or in connection with or occurring during the course of this Maintenance



2. Coverage of the Annual Maintenance Agreement

The SOFTWARE covered by this Maintenance Agreement is as follows:

a. Shaala Siddhi web Portal and any future versions offered by M/s ADS Softek Pvt. Ltd

The manuals, handbooks, and other written materials furnished by the M/s ADS Softek Pvt. Ltd for use with the SOFTWARE (the "Documentation") are:

- a. User's Manual and guidelines for External Evaluation
- b. Administrator's Manual

3. Support Policy Description

In accordance with the terms of this Maintenance Agreement, M/s ADS Softek Pvt. Ltd will furnish the following support services (the "Services") for the

- b. Support for the proper installation of the current release of the SOFTWARE, and any subsequent patches or updates to the version.
- c. Troubleshooting assistance and log file examination.
- d. Generation of audit trail and sharing the details thereof.
- e. In the event a-bug in Shaala Siddhi web Portal, Agency will provide a suitable work-around or patch to allow the application to run.
- f. Agency will provide 5 days standard training sessions in the use of the SOFTWARE to NIEPA personnel every 12 months at such time and location as the

4. Hotline Support

M/s ADS Softek Pvt. Ltd will provide the following communication mechanisms for the NIEPA to use when asking for support:

- a. Telephone Support: Shall maintain a telephone hotline during regular business hours (9 a.m. to 5:30 p.m. Monday-Friday IST) to assist NIEPA in reporting errors and in providing first-line support in the use and operation of the SOFTWARE.
- b. Internet Email: Shall maintain an email address for the express purpose of providing contracted Shaala Siddhi web Portal support. This special email address shall be managed by "trouble ticket" software which tracks the problem progress on an incident by incident basis in order to ensure a timely turnaround



5. Timeliness of Incident Resolution

M/s ADS Softek Pvt. Ltd shall use reasonable effort to provide modifications or additions to correct errors in the SOFTWARE reported by NIEPA. Upon receipt of notice of an error, Agency will assign a priority level as determined by the NIEPA to the error according to the following criteria:

- a. Priority A: Priority A requests means they are not able to logon to the systems or use any functionality. Response time 2-3 business hours.
- b. Priority B: Priority B request means there is an alternative but not able to use any functionality. Response time 4-24 hrs.
- c. Priority C: Priority C request means client is not able to use more than one functionality which they regularly use. Response time I-3days.
- d. Priority D: Priority D request means needs some changes from traditional system behaviour. Response time varies.

Agency will make reasonable efforts to correct the error or provide a workaround solution for each priority level and, if a work-around is the immediate solution, will make reasonable efforts to provide a final resolution of the error. Reasonable effort will be made to respond to the incident within the above time frames after receiving notice and sufficient information and support from the NIEPA.

6. New Releases

M/s ADS Softek Pvt. Ltd shall be responsible for providing technical support and correcting errors for the most recent release of the SOFTWARE provided to NIEPA; additionally, Agency shall continue to support the two (2) immediately prior releases for a reasonable period, not to exceed eighteen 18 months.

7. Copyright, Patents and Other Proprietary Rights

NIEPA shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials with regards to NIEPA- Shaala Siddhi web Portal which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. NIEPA- Shaala Siddhi web Portal related Source code will be shared with NIEPA

At NIEPA's request, Agency shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the NIEPA in compliance with the requirements of the applicable law.

Agency shall neither seek nor accept instructions from any authority external to NIEPA in connection with the performance of its services under this Contract



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without the prior approval of the NIEPA in each case.

9. Duty of Care

Agency shall perform the consultancy Services using the degree of skill care diligence and foresight to be expected from a consultant experienced in the provision of services for projects of similar size and complexity.

Agency shall comply with all standards legislation practices and the like applicable or in the reasonable expectation of the consultant.

10. Considentiality

M/s ADS Softek Pvt. Ltd will ensure NIEPA's data security and confidentiality. The Agency will maintain NIEPA's data and will not be used or distributed in any form or fashion without the explicit approval of the NIEPA. Agency should not use the client data in any demonstration.

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the ADS under this Contract shall be the property of NIEPA, shall be treated as confidential and shall be delivered only to the NIEPA authorized officials, on completion of work under this Contract.

Agency may not communicate any time to any other person, Government or authority external to NIEPA, any information known to it by reason of its association with NIEPA which has not been made public except with the authorization of the NIEPA; nor shall Agency at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with NIEPA.

11. Validity of Contract.

The contract shallbe valid for a period of one year from the date of execution of agreement. Signing and returning the acknowledgement copy of a contract issued by NIEPA shall constitute acceptance of a binding agreement between NIEPA and M/s ADS Softek Pvt. Ltd, herein after also called as "Agency."

12.Sub-Contracting

In the event of Agency requires the services of subcontractors, it shall obtain the prior written approval and clearance of NIEPA for all sub-contractors. Approval by NIEPA of a sub-contractor shall not relieve M/s ADS Softek Pvt. Ltd of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.



13.Assignment

M/s ADS Softek Pvt. Ltd shall not, except after obtaining the written consent of NIEPA, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of its rights or obligations under the Contract.

14.USE of NIEPA Name and Emblem

M/s ADS Softek Pvt. Ltd shall not use the name, emblem or official seal of the NIEPA or any abbreviation of these names without specific permission of NIEPA and limited to showcasing to prospective clients and for tendering purposes only.

15. Official Not To Benefit

M/s ADS Softek Pvt. Ltd warrants that no official of NIEPA has received or will be offered by the M/s ADS Softek Pvt. Ltd any direct or indirect benefit arising from this Contract or the award thereof. Agency agrees that breach of this provision is a breach, of an essential term of the Contract.

16.Prohibition On Advertising

M/s ADS Softek Pvt. Ltd shall not advertise or otherwise make public that it is furnishing goods or services to NIEPA without specific permission of NIEPA and limited to showcasing to prospective clients and for tendering purposes only.

17. Title To Equipment

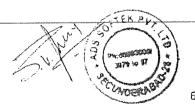
Title to any equipment and supplies which may be furnished by NIEPA shall rest with NIEPA and any such equipment shall be returned to NIEPA at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment when returned to NIEPA shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

18. Authority to modify

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with M/s ADS Softek Pvt. Ltd shall be valid and enforceable against NIEPA unless provided by an amendment to this Contract signed by the authorized official of NIEPA.

19. Payment Terms

The price shown in the contract cannot be increased except by express written agreement by NIEPA. Payment for AMC will be made in advance on half yearly basis. Subsequent payments will be realised only after certification of performance by the authorized representative of NIEPA.



20. Limitation of Expenditure

No increase in the total liability to NIEPA or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to Agency unless such changes have been approved by the competent authority through an amendment to this contract prior to incorporation in the work.

21. Termination

NIEPA can by twenty one (21) days' notice to M/s ADS Softek Pvt. Ltd. suspend or abandon any of the Services or terminate the Agreement where the Services or any part thereof are no longer required by the NIEPA.

Upon receipt of any notice to terminate the Agreement or to suspend or abandon any of the Services, Agency shall take immediate steps to minimise expenditure thereon. NIEPA may by written notice require M/s ADS Softek Pvt. Ltd to recommence any of the Services previously suspended under this clause.

In the event of any termination no payment shall be due from NIEPA to M/s ADS Softek Pvt. Ltd except for work and services satisfactorily performed in conformity

Upon the giving of such notice, Agency shall have no claim for any further

Upon termination of the contract NIEPA may require Agency to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. NIEPA will pay the value of all such finished work delivered and accepted by NIEPA.

22. General

- a. Each party acknowledges that this Maintenance Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreement, oral and written, between the parties relating to this Maintenance Agreement, This Maintenance Agreement may not be modified or altered except by a written
- b. If any provision of this Maintenance Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- c. M/s ADS Softek Pvt. Ltd may not subcontract, assign, or transfer its rights, duties or obligations under this Maintenance Agreement to any person or entity, in whole or in part, without the prior written consent of the NIEPA.



23. Settlement of Disputes

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this contract or the breach, termination or invalidity thereof. Any dispute between the parties that cannot be settled by mutual agreement shall be referred to the Vice-Chancellor, NIEPA. The decision of Vice-Chancellor shall be final and binding on the firm.

24. Force Majeure

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, M/s ADS Softek Pvt. Ltd shall give notice and full particulars in writing to NIEPA of such occurrence or change if M/s ADS Softek Pvt. Ltd is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. M/s ADS Softek Pvt. Ltd shall also notify NIEPA of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contact. On receipt of the notice required under this Article, NIEPA shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including granting to ADS of a reasonable extension of time in which to perform its obligations under the Contract.

If M/s ADS Softek Pvt. Ltd is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, NIEPA shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article.

This proposal is prepared in the line of SDMIS portal which has been recently considered by expert committee for awarding the AMC on 23 November, 2017.



Annexure-'B'

NIEPA will accept the following standard customisation charges for additional customisation requests after negotiating the man-days with M/s ADS Softek Pvt. Ltd.

Optional Services/Rate Table

User Range	Standard Cost	Special discounted price for Client per	Notes
Customization charges	Rs. 10,000 rupees per man day.	Rs. 7,500 Per man day	Days will be informed upfront. 8 hrs constitute a
Application Hosting (APP or Application)	Rs. 5,00,000 Per year Includes domain registration	Rs. 5,00,000 Per year	This is for individual application hosting either for mobile (3 platforms) or
Screen Layout changes per Screen	Rs. 2,99,000	Rs. 1,79,000	application hosting. Layout changes per module
SMS Pack On Site Visit per	25,000 for 1 Lakh SMS Credits	20,000 for one Lakh SMS Credits	One SMS with 150 characters or less is an SMS Credit. Trai charges may deduct extra SMS credit. There will be a separate TRAI related SMS agreement as provided at Schedule D which needs to
Adhoc Reports	Rs 25,000 per day per person	Rs. 22,000 Per day per person.	be signed. For Application training collecting extra business requirements other than initial Gap analysis.
Expedite	Rs 8,000 Per Person Per day	Rs. 6,000 Per Person per day	Data mining.
Charges	Rs 2,000 per person per day extra	2,000 per person per day extra	When client needs it sooner than standard intervals.
Per Incident for support	Rs. 10,0000	Rs. 8.000	Break Fix after 120 days of deployment. No changes



User Range	Standard Cost	Special discounted price for Client per year	Notes
Website Creation	5,000 Rupees per site	3,000 Rupees per site.	This is a 5 page website and first year maintenance is free.
Installation of application	Rs. 99,999	Rs. 99,999	Need to pay for installation provided we are given all licenses.
One DB to another DB migration.	Rs. 4,99,999	Rs. 4,99,999	This is an optional service, if somebody wants to migrate from SQL server to Oracle or to any RDBMS database per application.
New report Formats	Custom Pricing	Custom Pricing	Will be custom pricing.
New Module	Custom	Custom	Will provide a quote accordingly once requirements are analysed.
Report Generation based on advanced statistics	Custom	Custom	Will provide a quote accordingly once requirements are analysed.
In person training and source code explanation per application	5,99,999	4,99,999	>

