

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687734391826

अनुबंध तिथि | Contract Generated Date : 03-Feb-2024

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central Autonomous मंत्रालय Ministry : Ministry of Education विभाग Department : Department of School Education and Literacy संगठन का नाम Organisation Name : KENDRIYA VIDYALAYA SANGATHAN कार्यालय क्षेत्र Office Zone : SCR NANDED	पद Designation : SENIOR SECRETORIAL ASSISTANT संपर्क नंबर Contact No. : 02462-221015- ईमेल आईडी Email ID : buyer-2196@kvs.gov.in जीएसटीआईएन GSTIN : - पता Address : DRM CAMPUS, AIRPORT ROAD, TARODA POST, NANDED, NANDED, MAHARASHTRA-431605, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: PRINCIPAL वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : PRINCIPAL	भुगतान भूमिका Role: BUYER भुगतान का तरीका Payment Mode: Offline पद Designation : SENIOR SECRETORIAL ASSISTANT ईमेल आईडी Email ID : buyer-2196@kvs.gov.in जीएसटीआईएन GSTIN : - पता Address: DRM CAMPUS, AIRPORT ROAD, TARODA POST, NANDED, Nanded, MAHARASHTRA-431605, India

परोक्षिती विवरण Consignee Details		सेवा विवरण Service Description
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	
1	संपर्क Contact : 02462-221015- ईमेल आईडी Email ID : buyer-2196@kvs.gov.in जीएसटीआईएन GSTIN : - पता Address : DRM CAMPUS, AIRPORT ROAD, TARODA POST, NANDED, NANDED, MAHARASHTRA-431605, India	Employee Skill Testing and Assessment Service - Online tests, remote mode; To be provided by buyer; Yes; Online through virtual platforms

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID :	NH1Q220007736467
कंपनी का नाम Company Name :	GENXTURE EDU TECH PRIVATE LIMITED
संपर्क नंबर Contact No. :	07848058919
ईमेल आईडी Email ID :	support@genxture.com
पता Address :	101, KHORDHA, Neelakantha Residency, Patia, Village/Town:- Kalarahanga, City:- BHUBANESWARA, KHORDHA, ODISHA-751024, India
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-OD-19-0036843
एमएसई सामाजिक श्रेणी MSE Social Category :	General
एमएसई लिंग श्रेणी MSE Gender :	Female
जीएसटीआईएन GSTIN:	21AAKCG0242R1ZJ

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

सेवा विवरण Service Details	
सेवा प्रारंभ तिथि (नवीनतम) Service Start Date (latest by): 10-Feb-2024	सेवा समाप्ति तिथि Service End Date : 29-Feb-2024
श्रेणी नाम Category Name : Employee Skill Testing and Assessment Service	

बिलिंग चक्र | Billing Cycle: weekly

विवरण Description	Number of candidates	Cost per candidate for designing and conducting the test
Assessment model to be used	211	400
Physical infrastructure such as access to computers/laptops, internet connectivity, webcam, mic etc for test takers		
Experts/assessors for conducting assessment		
Mode of expert/assessor based assessment		
Competency framework		
Average batch size in test		
Maximum batch size		
Test duration in minutes		
Language		
Other support activities required		

कुल राशि (रुद्र) | Total Amount (Formula) :
(Cost per candidate for designing and conducting the test*Number of candidates)

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	84400
कुल ऐडऑन मूल्य Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	84400.00
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	84400

एसएलए विवरण | SLA Details

SERVICE STC

SPECIAL TERMS AND CONDITIONS FOR EMPLOYEE SKILL TESTING AND ASSESSMENT SERVICE

1. Preamble

- All Employee Skill Testing and Assessment service-related contracts placed through GeM shall be governed by the following set of Terms and Conditions:
 - General terms and conditions for Goods and Services.
 - Service STC contained in this document
 - BID / Reverse Auction specific ATC
- The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions.
- This document represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, stakeholders' obligations and terms and conditions of all services covered as mutually understood by the stakeholders.

2. Objectives and Goal

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

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

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

3. Stakeholders

The main stakeholders associated with this agreement are:

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

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions.

4. Service Scope

The service provider is expected to conduct online and/or in-person assessment of employees through tools such as psychometric and other tools for career progression, leadership & managerial capability building exercises etc. The scope of work comprises of designing the questions by developing tools/instruments basis the competency framework, conducting the test, generating employee wise report and online tool for conducting the test including system driven proctoring etc as per buyer specifications provided in bid document.

5. Terms and Conditions

5.1 Buyer's Obligations

- The Buyer or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, payments etc. to the service provider
- Buyer shall ensure that timely approval is provided to the service provider as and when required, which may include approval of project plans, implementation methodology, design documents, or any other document necessary in fulfilment of this contract.
- Buyers' representative shall interface with the service provider, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.
- In case of virtual assessment model, buyer shall be responsible for physical infrastructure for the participants in form of computers/laptops, internet connectivity, webcam, mic etc. as required for the conducting the test.
- Buyer reserves the right to alter and amend the estimated number of participants depending upon any change in policy in future and the number of assessments shall not be taken as minimum guaranteed business.
- Price Variation Clause:**
"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

5.2 Service Provider's Obligations

- The service provider shall have an online internet-based platform with a user-friendly interface to conduct the process and enable access from multiple sites, if required by buyer.
- The service provider shall be responsible for smooth conduct of all online exercises/confidentiality of the process/ data/ information etc. of the tests and shall execute a Non-Disclosure Agreement with buyer.
- The service provider shall provide links to the platform via e-mail to the participants. The online assessment interface shall provide detailed introduction, schedule, and instructions to the participants at the beginning of the Assessment and at the beginning of each exercise / assessment.

- Service provider should include in-built capabilities in the platform like continuous backup of all responses submitted by the participants and managing the timer in case of system/internet breakdown besides providing immediate support to increase the time of one/more participants, in case of requirement. In case of extreme case of technical/system failure, the participants should be able to resume the assessment / exercise from where they last left.
- The service provider shall arrange for technological proctoring during the assessment.
- The service provider may deploy certain minimum number of tools as specified by buyer.
- Regarding issues which may arise during test administration and login by the participants and Proctoring after completion of each test Batch process, the service provider shall provide details such as overall proctoring report, queries received, queries addressed, and the time taken to address the queries during and after the conduct of assessments.
- In case buyer requires assessors to be deployed, the service provider shall submit the details of experience of consultants/ assessors to be deployed. The pool of consultants/assessors who shall carry out feedback/ debriefing shall be provided by the service provider to buyer as part of their techno-commercial bid. If any consultant/ assessor, outside the pool of approved assessors has to be used in the course of the contract due to exigencies, the service provider has to get consent in the form of written approval from competent authority for using such consultant/assessor after satisfying him/her about the justification for change and competence of the alternate consultant/ assessor.

5.3 Standard Terms and Conditions

- The tools, techniques and competency-tool matrix used should be of proven validity, reliability, as per industry practice with usage across multiple similar engagements with other buyers for assessment of senior management competencies.
- Service provider has to provide detailed report on the validity and reliability of the tools being used to the competent authority before the finalization of the tools. The Group output reports, if applicable, have to be validated statistically by the service provider and have to be in the formats as desired by buyer.
- The decision of buyer with respect to tool types to assess the competency framework will be finalized in discussion with the buyer and their acceptability shall be final and binding on the service provider. The specifications of tools in the bid document is only an indicative list.
- The cost per candidate shall include cost of any license fee associated with conducting the test.
- The service provider shall have customizable and scalable platform to conduct simultaneous online tests for maximum batch size as specified by the buyer.
- The service provider shall ensure that the tests are proctored through in-built technology tools.
- The service provider has to ensure that there are multiple variations of questions during the simultaneous assessments in order to avoid repetitive content.
- The service provider shall make adequate arrangements to handle power shutdown, internet failure, PC related issues, etc., during the tests. This would include in-built capabilities in the platform like continuous backup of all responses submitted by the participants and managing the timer in case of system/internet breakdown besides providing immediate support to increase the time of one/more participants, in case of requirement. In case of extreme case of technical/system failure for more than an hour/ a day, the test takers should be able to resume the assessment from where they last left.
- The online assessment interface shall provide detailed introduction, schedule, and instructions to the participants at the beginning of the Assessment and at the beginning of each exercise / assessment.
- The service provider should be able to make the changes in the assessment process for facilitating the participation of physically/visually impaired employees as per discussions and requirement.
- The service provider shall not either during the term and/or after expiration of the Contract, disclose any proprietary or confidential information relating to the project or the buyer's business or operations without prior written consent of the buyer.
- Data Privacy : To the extent service provider shall inform the provider of such information or providing information on other's behalf about the tests and only collect, use, store or otherwise process (collectively, "Process") personal details and/or confidential Information that can be linked to specific individuals ("Personal Data") in connection with the performance of Services under this contract, Service provider shall process such personal data in accordance with applicable law, rules and regulations including (without limitation) the Information Technology Act, 2000 (the "Act"), and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (the "Rules"). Without prejudice to the generality of the preceding clause, Service provider represents that Service provider shall implement and maintain reasonable security practices and procedures (including, without limitation, managerial, technical, operational and physical security control measures) designed to protect such Personal Data against unauthorized access, damage, use, modification, disclosure or impairment, as required by the Rules ("Data Protection Procedures"). Service provider shall not further disclose or transfer Personal Data to any other person or entity, except as required by applicable law or court order. Service provider shall not retain Personal Data for longer than is reasonably required for the performance of their services or till such period allowed by law, whichever is earlier.

5.4 In case of sub-contracting ,

- The service provider shall ensure that the Sub-Contractor appointed is competent, professional and possesses the requisite qualifications and experience appropriate to the tasks they will perform.
- Where the buyer deems necessary, it shall have the right to require replacement of any sub-contractor with another service provider and the service provider shall in such case terminate forth with all agreements / contracts other arrangements with such service provider and find suitable replacement for such service provider to the satisfaction of the buyer at no additional charge.
- The service provider shall not terminate the contract / agreement with the sub-contractor(s) without prior written consent of the buyer. Further, in case the service provider terminates any contract/arrangement or agreement with a sub-contractor for any reason whatsoever, the service provider shall ensure the smooth continuation of services by providing forthwith, a suitable replacement which is acceptable to the buyer at no additional cost to the buyer.
- All the personnel proposed by the service provider except sub-contracting services should be necessarily be on the payroll of the service provider. The service provider shall be responsible and shall ensure the proper performance of the sub-contractors and shall be liable for any non-performance or breach by such service providers.

6. Payment Schedule

- The Payment Procedure shall be in as specified in the General Terms and Conditions of GeM.
- Payment schedule to be as per payment terms specified in bid document.

7. Deductions and Termination

S No.	Description	Deductions (in %age of contract value)
1.	Delay in milestone/deliverable upto 10 days	3 % deduction from payment pertaining to milestone/deliverable
2.	If the service provider do not remedy a failure in the performance of their obligations under the Work order, within period specified by buyer, after being notified or within such further period as the buyer may have subsequently approved in writing	Contract termination as per the discretion of the Buyer

3.	If employee is found disclosing any confidential information document to the Service Provider/ any third parties Description	Termination of the contract with cancellation charges @ 1% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act (in %age of contract value)
S No.		
4.	If cumulative penalties reach 10% of the contract value	Termination of contract at the discretion of the buyer
5.	In case of repeated breach of SLAs beyond 3 instances in the entire contractual period	Termination of contract at the discretion of the buyer

Buyer may add the following additional terms and conditions to the bid as per context and requirements while creating the bid. Please note that these are not mandatory clauses.

The service provider shall provide a pool of experienced consultants/assessors consisting of not less than 10 persons who shall be treated as the panel for buyer, and consultants/ assessors within the pool shall be used for the feedback/ debriefing.

The service provider should have an in-house robust platform for hosting learning content for the entire development journey.

It is expected that a consultant team of commensurate size but not less than 3 full-time staff members will be allocated to the project in addition to the project directors who will oversee the entire project

A minimum of four tools should be deployed for designing the assessment which will comprise of at least one simulation exercise, case study exercises, one psychometric exercise and situational analysis case lets.

Travel and lodging cost will be reimbursed by buyer based on buyer's reimbursement policy.

Any travel and lodging cost to be borne by the service provider.

ईपीबीजी विवरण | ePBG Detail

NA

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

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

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

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