

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687749423420

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

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4468669](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Statutory bodies मंत्रालय Ministry : Ministry of Textiles विभाग Department : NA संगठन का नाम Organisation Name : Textiles Committee कार्यालय क्षेत्र Office Zone : Head Quarters	पद Designation : Quality Assurance Officer संपर्क नंबर Contact No. : 022-66527505- ईमेल आईडी Email ID : systems.tc@nic.in जीएसटीआईएन GSTIN : 27AAALT1020D1ZK पता Address : P Balu Road, Prabhadevi, Prabhadevi Chowk, Mumbai, MUMBAI, MAHARASHTRA-400025, 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: Secretary Textiles Committee वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: Secretary Textiles Committee	भुगतान का तरीका Role: PAO भुगतान का तरीका Payment Mode: Internet Banking पद Designation : Accounts Officer ईमेल आईडी Email ID : cao.tc@nic.in जीएसटीआईएन GSTIN : N पता Address: P Balu Road, Prabhadevi, Prabhadevi Chowk, Mumbai, Mumbai - City, MAHARASHTRA-400025, India

परोक्षिती विवरण Consignee Details		
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 022-66527505- ईमेल आईडी Email ID : systems.tc@nic.in जीएसटीआईएन GSTIN : 27AAALT1020D1ZK पता Address : P Balu Road, Prabhadevi, Prabhadevi Chowk, Mumbai, MUMBAI, MAHARASHTRA-400025, India	Hiring of Professionals for Application Development and Maintenance - Development and related roles; Full stack developer; 3 years and Less than 6 years

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID :	5B36180000105797
कंपनी का नाम Company Name :	SOFTGEN TECHNOLOGIES PRIVATE LIMITED
संपर्क नंबर Contact No. :	09335626688
ईमेल आईडी Email ID :	abhishhek@softgentechologies.com
पता Address :	68B,Smriti Vihar,Sector-K1, Ashiyana Colony,Lucknow, Uttar Pradesh-226012, LUCKNOW, UTTAR PRADESH-226012, -
एमएसएमई सत्यापित MSME verified :	Yes
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-UP-50-0013126
एमएसई सामाजिक श्रेणी MSE Social Category :	General
एमएसई लिंग श्रेणी MSE Gender :	Male
जीएसटीआईएन GSTIN:	09AAPCS1801H2Z9

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

सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 15-Apr-2024 सेवा समाप्ति तिथि | Service End Date : 14-Apr-2025

श्रेणी नाम | Category Name : Hiring of Professionals for Application Development and Maintenance

बिलिंग चक्र Billing Cycle: monthly		
विवरण Description	Number of Resources as per role selected	Rate per resource per month
Role	Full stack developer	2
Experience in Tools and Frameworks	Not Applicable	
Relevant experience in years	3 years and Less than 6 years	
Qualification of resource	Graduate BE/B.Tech and Postgraduate - MCA/MTech with specialization in computers /Electronics /IT or M.Sc.in CS/IT/Physics/Mathematics/Stats / Electronics	
Certification requirement for deployed resource	Not applicable	
Experience in Languages	MySQL, MongoDB/NoSQL DB, JQuery/JavaScrip, PHP, NodeJS, HTML5/CSS, JS, jQuery, Bootstrap, React	
Type of roles	Development and related roles	
Deployment of resource	Onsite	
Relevant Functional / Domain Expertise	Offline service capabilities	

Whether buyer will conduct interview of proposed resources before deployment	Yes		
Experience in Platform/Database	MySQL, MongoDB		
Number of months for which resource(s) needs to be deployed during contract period	12		

कुल राशि (सूत्र) | Total Amount (Formula) :

(Rate per resource per month*Number of months for which resource(s) needs to be deployed during contract period*Number of Resources as per role selected)

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	1050000
कुल ऐडऑन मूल्य Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	1050000
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	1050000

मूल्य विभाजन की पेशकश की | Price Break up offered : [प्राइज ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक](#) | Price Break up offered Document link

एसएलए विवरण | SLA Details

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

1. Preamble

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

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

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

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

2. Objectives and Goal

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

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

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

3. Stakeholders

The main stakeholders associated with this agreement are:

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

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

4. Service Scope

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

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

5. Terms and Conditions

5.1 Buyer's Obligations

- i. Except as expressly otherwise provided, the Buyer shall, at its own expense, provide all the required internet facilities at the location(s) and other supporting licenses, hosting infrastructure etc where the services are to be provided to enable Service Provider's employees to perform and deliver the scope of work.
- ii. The Buyer shall notify the Service Provider of any dishonest, wrongful or negligent acts or omissions of the Service Provider's employees or agents in connection with the Services as soon as possible after the Buyer becomes aware of them.
- iii. The Buyer shall not be under any obligation for providing employment to any of the personnel of the Service Provider after the expiry of the contract. The Buyer does not recognise any employee employer's relationship with any of the workers of the Service Provider.
- iv. Buyer or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, acceptance certificates, payments etc. to the service provider

5.2 Service Provider's Obligations

- i. The service provider would be required to provide sufficient and qualified manpower as specified in the bid and capable of supporting the functioning of the project/department.
- ii. Regular progress reporting and review of the same with the concerned buyer representative will be an integral part of the responsibility of the Service Provider.
- iii. The Service Provider would be required to provide sufficient and qualified manpower for further selection/replacement, capable of supporting the functioning of the project/department in a manner agreed with the Buyer. The resources provided must be deployed for the duration of the contract. In situations that necessitate the replacement of any resource, the alternate resource proposed must be equally or better qualified than the previous resource. Furthermore, the replacement of any resource must be approved by the Buyer. Service Provider must also ensure that a suitable handholding (knowledge transfer) period is provided by the outgoing resource to the new resource.
- iv. The Service Provider shall provide manpower at Buyer's premises / offsite as per Schedule of Work / Requirements which may be amended from time to time by the Buyer during the contractual period and it shall always form part of the Contract. The Service Provider shall abide by such assignments as provided by the Buyer from time to time.

- v. The service provider will follow the working hours and calendar of the buyer department. In an event of deployed personnel availing leave, prior permission from buyer needs to be taken and if required by buyer suitable substitute(s) shall be provided by service provider as per mutual understanding with buyer.
- vi. The Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.

5.3 Standard Terms and Condition

- i. Independent Contractor - The relationship between Buyer and service provider under this agreement is that of principal to principal basis and neither party shall have the power or authority to bind or obligate the other party except as expressly set forth in this Agreement. Therefore, Service Provider nor the personnel of the Service Provider shall become the employee of the Buyer under this Agreement. The Buyer shall also not be liable to the service provider nor its personnel, beyond the scope and the fees as mentioned in the STC. For the sake of clarity, it is stated that Buyer shall not be responsible for any claim such as salary or allowances, bonus, compensation, damages or anything arising out of their employment/duty under this STC. The Service Provider shall make them known about this position in writing before deploying the personnel to the Buyer site. The Buyer shall in no way be responsible for the violation of any laws from the time being in force, either by the Service Provider or its employees.
- ii. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.
- iii. In an event that, for any reason, the manpower provided changes their contact number during the tenure of the contract then the service provider will immediately notify the buyer of the above change.
- iv. The persons deployed by the service provider shall solely be the responsibility of the service provider and buyers shall have no obligation for any sort of claims raised by the service provider's employees/personnel. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the buyer's premises and shall be responsible to fulfil all obligations under applicable laws without any recourse to the buyer.
- v. The service provider shall be liable for ensuring compliance with the provisions of all applicable laws including but not limited to Labour Law [Central/State] and specially Workmen Compensation Act, EPF Laws, ESI Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act), Pollution Control Board and any other relevant acts as may become applicable during the tenure of the contract. The onus of compliance to all the applicable Laws/Acts/Rules shall rest with the service provider only and the buyer will not be liable in any manner.
- vi. The service provider shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same may need to be submitted by the service provider. The service provider shall be responsible for any type of statutory/mandatory claims or penalties in light of the default with reference to the above-mentioned Laws/Acts/ Rules.
- vii. The service provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
- viii. The service provider shall also provide at its own cost all benefits- statutory or otherwise, to all its deployed personnel and the buyer shall not have any liability whatsoever on this account.
- ix. If required by the buyer and wherever applicable, the service provider shall provide documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the service provider.
- x. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with the buyer. In case the manpower deputed by the service provider is found not suitable, the service provider shall replace such manpower without any additional cost to the buyer, if directed by the buyer. The Service Provider may remove / replace any resource with an equally or better qualified resource only after seeking prior permission of the Buyer.
- xi. The Buyer or its representative shall have the right to inspect and/or to test the Services/Solution/Technology at any time to check their conformity to the contract specifications at no extra cost to the Buyer.
- xii. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider. The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer's department would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider.
- xiii. Limitation of Liability: Notwithstanding anything to the contrary herein, in no event shall the buyer be liable for the death, injury or accident to the staff engaged by the Service Provider for any such study which may arise out of and in the course of performing duties and shall not be liable to any damages or compensation to such person or third party.
- xiv. The Service Provider shall not use Confidential Information, except for the purposes of providing the Service as specified under this contract; The Service Provider may only disclose Confidential Information in the following circumstances with the prior written consent of Buyer Department to a member of the Service Provider if she/he is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.
1. The Service Provider shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of Buyer Department
 2. The Service Provider shall notify Buyer Department promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of Buyer Department.
- xv. Indemnification Clause: Service Provider shall indemnify the Buyer from any third party claims, for the data breach of personal details, in addition to other remedies and damages available, to the Buyer including seeking for temporary injunction to restrain further violation of the breach of such data.
- xvi. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the buyer.

5.4 Payment Schedule

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

6. Penalties and Termination

S No.	Description	Penalty (in %age of contract value)
1.	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, penalty @1% per day of the value of monthly cost. Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.
2.	If the employee is absent for more than 2 days without informing or taking prior approval.	Substitute within 2 days with equivalent resource, failing which, penalty @ 1% per day of the total value of the absent resources up to 15 days. Beyond 15 days, penalty @ 2% per day of the total value
3.	Replacement of a resource by Service Provider without the Buyer's consent	Penalty equivalent to one month's fees of the resource.
4.	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the

	workplace	buyer depending on the gravity of the act.
	Description	Penalty
S No.		(in %age of contract value)
5.	If any SLA is breached beyond 3 instances in any billing period	Breach of contract
6.	If cumulative penalties reach 10% of the contract value	Termination of contract

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

1. Payment Terms : Monthly billing cycle.
2. Scope of Work : [click here](#)

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

1. Certificate (Requested in ATC) : [click here](#)
2. Certificates To Be Uploaded As Mentioned In Bid Document : [click here](#)
3. Documentary Evidence For Minimum Number Of It Professionals On Payroll As Specified In Bid Document : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	3.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

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

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 Generic

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.

2.3 Payment

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.

2.4 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Textiles Committee

payable at

Mumbai

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

2.5 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

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

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

