CONTRACT FOR CONSULTING SERVICES

CONTRACT No. 5

THIS CONTRACT ("Contract") is entered into this ....July 2019,

By and Between

JORHAT ENGINEERING COLLEGE ("the Client") having its principal place of business at Jorhat-785007, Assam,

And

GATEFORUM– A division of Thinkcell Learning Solutions Pvt. Ltd. ("the Consultant") having its principal office located at # 408, 4th Floor, Saptagiri Towers, 1-10-75/1/1 to 6, Above Pantaloons Showroom, S.P Road, Hyderabad – 500016

WHEREAS, the Client has received financing from the World Bank which is being used for this contract and the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services   (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

2. Term   The Consultant shall perform the Services during the period commencing from 09-08-2019 as per the schedule below.

120 Hours Schedule for conducting GATE Coaching: The training shall be conducted in every Friday and Saturday: 7 hours in between 7:30 AM to 4:30 PM from 09-08-2019.

Discipline   : Computer Science & Engineering

Subjects to be taught: Computer Science & Engineering

1. Programming and Data Structures
2. Algorithms
3. Operating System
4. Engineering Mathematics

Date	Time	Time		Time	Time
09-08-2019	7-30 to 9.30 AM	10 to 12 Noon	Lunch	1:30 to 4:30 PM	7 hours
10-08-2019	7-30 to 9.30 AM	10 to 12 Noon	Lunch	1:30 to 4:30 PM	7 hours
16-08-2019	7-30 to 9.30 AM	10 to 12 Noon	Lunch	1:30 to 4:30 PM	7 hours
17-08-2019	7-30 to 9.30 AM	10 to 12 Noon	Lunch	1:30 to 4:30 PM	7 hours
23-08-2019	7-30 to 9.30 AM	10 to 12 Noon	Lunch	1:30 to 4:30 PM	7 hours
30-08-2019	7-30 to 9.30 AM	10 to 12 Noon	Lunch	1:30 to 4:30 PM	7 hours
31-08-2019	7-30 to 9.30 AM	10 to 12 Noon	Lunch	1:30 to 4:30 PM	7 hours
06-09-2019	7-30 to 9.30 AM	10 to 12 Noon	Lunch	1:30 to 4:30 PM	7 hours
07-09-2019	7-30 to 9.30 AM	10 to 12 Noon	Lunch	1:30 to 4:30 PM	7 hours
13-09-2019	7-30 to 9.30 AM	10 to 12 Noon	Lunch	1:30 to 4:30 PM	7 hours
14-09-2019	7-30 to 9.30 AM	10 to 12 Noon	Lunch	1:30 to 4:30 PM	7 hours
20-09-2019	7-30 to 9.30 AM	10 to 12 Noon	Lunch	1:30 to 4:30 PM	7 hours
21-09-2019	7-30 to 9.30 AM	10 to 12 Noon	Lunch	1:30 to 4:30 PM	7 hours
27-09-2019	7-30 to 9.30 AM	10 to 12 Noon	Lunch	1:30 to 4:30 PM	7 hours
28-09-2019	7-30 to 9.30 AM	10 to 12 Noon	Lunch	1:30 to 4:30 PM	7 hours
18-10-2019	7-30 to 9.30 AM	10 to 12 Noon	Lunch	1:30 to 4:30 PM	7 hours
19-10-2019	7-30 to 9.30 AM	10 to 12 Noon	Lunch	1:30 to 4:30 PM	7 hours
25-10-2019	7-30 to 9.30 AM	10 to 12 Noon	Lunch	1:30 to 4:30 PM	7 hours
26-10-2019	7-30 to 9.30 AM	10 to 12 Noon	Lunch	1:30 to 4:30 PM	7 hours

3. Payment   A. <u>Ceiling</u>

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed **Rs. 5,42,800.00** (Rupees Five Lakhs Forty two Thousands and Eight Hundred only) as per the table below. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

Discipline	Number of student	Rate per student as per quotation	GST @18%	Rate per student including GST	Total
Computer Science & Engineering	46	10000.00	1800.00	11800.00	5,42,800.00

B.   <u>Schedule of Payments</u>

The schedule of payments is specified below:

SL	Milestone	Activity	Payment Condition
1	First Milestone	Upon a. Signing of Agreement between the institute and the Service Provider b. Submission of equal amount of bank guarantee by the Service Provider c. Conduct of mock Test (benchmarking test) before commencement of training	10% payment of total contract value Rs, 54,280.00
2	Second Milestone	a. After delivery of training plan for entire curriculum, b. Successful completion of 30% course	30% payment of total contract value

				Rs. 1,62,840.00
		c.	Supply of learning materials as applicable (full or equivalent to course covered)	
3	Third Milestone	a.	After successful completion of 60% course curriculum	30% payment of total contract value Rs. 1,62,840.00
		b.	Supply of learning materials as applicable (full or equivalent to course covered)	
4	Fourth Milestone	a.	After successful completion of 60% course curriculum	20% payment of total contract value Rs. 1,08,560.00
		b.	Supply of learning materials as applicable (full)	
5	Fifth Milestone	a.	Conduct of mock Test at the end of completion of course, and	10% payment of total contract value Rs, 54,280.00
		b.	Found at least 30% improvement in score of every individual student (to be compared with of benchmarking test)	

Note :
i. The bank guarantee received against milestone 1 shall be refunded after successful completion of milestone 4.
ii. If SP doesn't provide bank guarantee, the payment against the first milestone shall be adjusted against fourth milestone.

C.   Payment Conditions

Payment shall be made in*Indian currency*, no later than 30 days

following submission by the Consultant of invoices in duplicate to the

Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account

Holders Name	Thinkcell Learning Solutions Pvt Ltd
A/C Number	018305006169
IFSC Code	ICIC0000183
Branch Name	ICICI Begumpet, Hyderabad

4. Project

Administration

A. Coordinator.

The Client designates**Mr. Sanjeev Vishwakarma** *Assistant*

*Professor, Jorhat Engineering College*as Client's Coordinator; the

Coordinator will be responsible for the coordination of activities under

this Contract, for acceptance and approval of the reports and of other

deliverables by the Client and for receiving and approving invoices for

the payment.

Details of coordinator :

Mr. Sanjeev Vishwakarma

Phone Number : 9085742465

Mail id : sanjudeotalab@gmail.com

B. <u>Reports.</u>

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards	The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. Inspections and Auditing	The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitations determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.
7. Confidentiality	The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
8. Ownership of Material	Any study report or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such document and software[3]
9. Consultant Not to be Engaged in Certain Activities	The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
10. Insurance	The Consultant will be responsible for taking out any appropriate insurance coverage.
11. Assignment	The Consultant shall not assign this Contract or sub-contract any portion

of it without the Client's prior written consent.

12. Law Governing Contract and Language

The Contract shall be governed by the laws of *Indian Government*, and the language of the Contract shall be[4] *English*.

13. Dispute Resolution[5]

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

14. Termination

The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

(a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;

(b) If the Consultant becomes insolvent or bankrupt;

(c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.

(d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

Signed by _____

Title: _Principal_

Principal
Jorhat Engineering College
Jorhat-7

FOR THE CONSULTANT

For Thinkcell Learning Solutions Private Limited

Signed by _____

Title: _____ Director