Annexure A

DRAFT AGREEMENT

This CONTRACT is made and entered into on this --- Day of ----- in the year 2016 at, Naya Raipur, Chhattisgarh.

BETWEEN

Directorate of Technical Education, Government of Chhattisgarh situated at Naya Raipur (hereinafter referred to as **"DTE"** which expression shall include its successors, administrators, executors and assignees) shall so far as the context admits be deemed to mean and include its successors and assigns) on the one Part.

AND

---- (hereinafter referred to as **"Contractor"** which expression shall include its successors, administrators, executors and assignees) on the other part.

WHEREAS DTE is desirous of providing Web-based Online Counseling—2016 for admissions to Diploma, UG and PG courses run by Chhattisgarh Swami Vivekanand Technical University, Bhilai and other universities located in the State conforming to specifications as set forth in the Scope of Work in Section II of the Tender.

And WHEREAS the Contractor represents that it has the necessary experience for carrying out such operations as referred to herein and has submitted a proposal for providing the required services against **DTE's NIT NO. 01/Admission Counseling/2016 Dated January 2016**.

AND WHEREAS DTE has accepted the proposal of the Contractor and has placed Order/Letter of Intent/Notification of Award vide its letter No. ---------- dated------.

Now it is hereby agreed to by and between the parties as under:

1. DEFINITIONS

In this Contract, the following terms shall be interpreted as indicated:

i. **"Confidential Information"** means any information disclosed to or by any party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any other person including any such information that may come to the knowledge of the Parties hereto / Contractor's Team by virtue of this Contract that:

(a) is by its nature confidential or by the circumstances in which it is disclosed confidential; or

(b) is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract;

ii. **"Contract"** means the Agreement entered into between DTE and the "Contractor" as recorded in the Contract form signed by DTE and the "Contractor" including all attachments and Annexes thereto, the Tender/RFP and Annexes thereto and the agreed terms as set out in the proposal, all documents incorporated by reference therein, and amendments and modifications to above from time to time;

iii. **"Contractor's Representative"** means the person or the persons appointed by the Contractor from time to time to act on its behalf for overall coordination, supervision and project management;

iv. **"DTE's Representative"** means the person or the persons appointed by the Contractor from time to time to act on its behalf for overall coordination, supervision and project management;

v. **"Document"** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilms or computer generated micro fiche;

vi. **"Effective Date"** means the date on which this Contract is signed and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be Effective Date;

vii. **"Parties"** means the DTE and the Contractor and "Party" means either of the Parties;

viii. **"Payment"** means the price payable to the Contractor under the Contract for full and proper performance of its contractual obligations;

ix. **"Services"** means the facilities/services to be provided as per the requirements specified in this tender document/RFP and any other incidental services, such as installation, implementation, maintenance, provision of technical assistance, training and other such obligations of the Contracted covered under the Contract;

x. **"Site"** means the designated space, area, and room and other allied areas as approved by the DTE for the purposes of the contract wherein the operations / services/ facilities as specifies in the scope of work are to be provided or carried out.

2. CONDITIONS PRECEDENT

This Contract is subject to furnishing of a Security Deposit of Rs. 5 Lakh in the form of an A/C Payee Demand Draft or Banker's Cheque in favour of DTE which would remain valid for a period of 3 years and be renewable for another year as may be stipulated by DTE.

3. REPRESENTATIONS & WARRANTIES

In order to induce the DTE, Naya Raipur, CG to enter into this Contract, the Contractor hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

i. That the Contractor is not involved in any major litigation or legal proceedings, pending, existing, and potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract.

ii. That the representations and warranties made by the Contractor in the proposal or will be made in this contract are and shall continue to remain

true and fulfill all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender/RFP and unless the DTE specifies in the contrary, the Contractor shall be bound by all the terms of the Proposal and the contract through the term of the contract.

iii. That the Contractor has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the Scope of Work stipulated in the Tender/RFP and this Contract.

iv. That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.

v. That the Contractor shall use such assets of the DTE as the DTE may permit for the sole purpose of execution of its obligations under the terms of the Proposal, Tender or this Contract. The Contractor shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term thereof.

vi. That the Contractor shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests, liens thereon and shall keep the DTE indemnified in relation thereto.

vii. That the execution of the Services and the Scope of work herein are and shall be in accordance and in compliance with all applicable laws.

viii. That all conditions precedent under the Contract has been satisfied.

ix. That the Contractor certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation of stamp duty, registration charges or similar amounts which are required to be effected or made by the Contractor which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

x. That the Contractor owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its Intellectual Property Rights, which are required or desirable for performance of its services under this Contract.

xi. The Contractor shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis.

xii. That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the confidential information.

xiii. That in providing the Services or deliverables or materials, neither the Contractor nor its agent, nor any of its employees, shall utilise information which may be considered confidential information of, or proprietary to, any prior employer or any other person or entity.

4. SPECIFICATIONS AND SCOPE OF WORK

i. The Contractor shall provide a solution for Web-based Online Counseling—2016 for admissions to various courses, as listed below, for the academic session 2016-17.

(i) Diploma Courses
- Engineering
- Non-engineering
- Pharmacy

(ii) UG Courses
- Engineering
- Pharmacy

(iii) PG Courses
- Engineering
- Pharmacy
- Computer Applications
- Management

DTE reserves the right to add or delete any course.

ii. The details of the seats available for Online Counseling for each course will be made available by DTE in the form of a 'Seat-Matrix'.

iii. The contractor should have an already-developed (Off-the-Shelf) Online Counseling Software product which can be customized as per the requirements DTE with minimal changes in minimal time.

iv. The contractor must complete the customization and demonstrate at least 2 successful trial runs of the Online Counseling software within 4 weeks from the date of receipt of the work order from DTE. Failure to adhere to this deadline will result in summary termination of the work order and award of work to another Service Provider.

v. The Online counseling software must be user-friendly and free from glitches.

vi. The work for the whole counseling and admission process requires the following processes and modules:-

(a) Registration

This module will do the registration of eligible candidates, along with collecting one time payments by students. The students would be required to apply in prescribed online format through a secure login and would be required to fill in information in easy to use and intuitive GUI along with the requisite application fee in a designated by online (through a verified payment gateway) /offline mode. The candidates would be issued registration slips and SMS/Email confirmation after successful completion of the payment and process.

(b) Choice filling

The registered candidates would be allowed to fill their choices for branch and colleges. The candidates will have option to revise and save the choices which must be locked within a given time frame. The candidates shall have the option of printing the registration and choice filling details.

(c) Choice locking

After a set time the choice would be locked automatically (after a predefined time) if not locked by candidate.

(d) Document verification

This module will be operated at various Document Verification Centre (DVC) for document verification. The candidate would appear personally at the DVC with all relevant original documents which would be verified and data entered through an easy to use and intuitive GUI. The candidates would be issued Document Verification Cum Acknowledgement Slips after verification of documents. After the document verification but prior to the allotment of seat, a candidate can change his choices after getting the document verification cancelled from the same DVC and depositing the requisite fee & reappear for document verification within a given timeframe.

(e) Seat Allotment

Based on the candidate's choice, merit, category and availability of the seats, allotments are to be done. The candidate will get the allotment information by SMS. The candidate should be able to generate and take a printout of the Allotment-Letter from the portal by logging in.

(f) Admission

The candidate will report to the allotted institute and the institute will give admission online by again verifying original documents of candidate. The Institutes will have their own secure login details where they can monitor their allotment and admission process.

(g) Vacant seat Generation

Vacant seats would be generated in real time if there is failure of any candidate to appear for admission in the given time frame or there is admission cancellation due to any reason.

(h) Re-allotment on vacant seats

The seats would be re-allotted based on generated vacant seats and choices given by the candidate in order of merit, category and availability of seats. This whole cycle would be repeated till all the vacant seats are filled in a stipulated time. The process may be changed at any time, if required, with the approval of the competent authority.

vii. The software should be capable of accepting and integrating the data relating to the various entrance tests furnished by VYAPAM Chhattisgarh, Chhattisgarh Board of Secondary Education, Central Board of Secondary Education etc. The contractor has to coordinate with these boards, to verify the results of candidates.

viii. The software should be capable of generating online details of the selected candidates and such other reports relating to Online Counseling as prescribed by DTE.

ix. The successful contractor/Service Provider shall transfer the Master Database relating to the Online Counseling to DTE after the process is completed.

x. The contractor should appoint at least one liaison officers and one technical person to effectively administer the process with the help of institutes and Directorate of Technical Education.

xi. The contractor should provide training in all the modules to stakeholders and designated officials for its operative aspects.

xii. The portal should not require any proprietary software for installation at the user's end and if such software is required, the contractor shall be responsible for providing the same free of cost.

xiii. The contractor should provide at least 5 dedicated phone helpline on all week days to assist the candidates for any queries related to counseling between 10:00 am to 6:00 pm. The contractor has to provide manpower and toll free telephone lines on their own cost including telephone bills and running cost.

xiv. The contractor should provide step by step audio & video tutorials for describing the usage of the modules to the students / end users.

xv. The contractor should have the facility to send bulk SMS for intimating the updates to the students and provisions to overcome the blockade set by DND users. Contractor shall provide bulk SMS and candidate should provide their mobile number which is not DND.

xvi. If for any reason there has been a partial or complete failure of the Online Counseling process, the Service Provider shall redo the exercise immediately at his own cost.

5. DURATION OF CONTRACT:

The contract for provision of services for Online-Counseling will be initially for three Years and extendable on satisfactory performance for another one year at the same quoted price. It shall be DTE's sole prerogative to judge whether the performance of the selected service provider was satisfactory or not and whether to extend the contract for another year or call for fresh tenders.

6. STATUTORY REQUIREMENTS

During the tenure of this Contract nothing shall be done by the Contractor in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep DTE indemnified in this regard.

7. CONTRACT ADMINISTRATION

i. Either party may appoint any individual/organization as their representative through a written notice to the other party. Each representative shall have the authority to:
   a. Exercise all of the powers and functions of his Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof; and
   b. Bind his Party in relation to any matter arising out of or in connection with this Contract.

ii. The Contractor shall be bound by all undertakings and representations made by the authorized representative of the Contractor and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.

iii. For the purpose of execution or performance of the obligations under this contract, the DTE representative would act as an interface with the

nominated representative of the Contractor. The Contractor shall comply with any instructions that are given by DTE representative during the course of Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.

8. DTE's OBLIGATIONS

The DTE's representative shall interface with the Contractor, to provide the required information, clarifications and to resolve any issues as may arise during the execution of the Contract. DTE shall provide adequate cooperation in providing details, assisting with coordinating and obtaining of approvals, if any, from other government agencies.

DTE shall ensure that timely approval is provided to the Contractor, where deemed necessary which should include documents, materials, plans and specifications required to be provided as part of Scope of Work.

9. INDEMNITY

Each party hereby indemnifies and agrees to keep indemnified the other, from and against all direct claims, losses, liabilities, obligations, damages, expenses and costs brought against or suffered by the other or any of its respective officers, directors, employees or agents, resulting from, arising out of or relating to:-

(a) A breach or non-performance of any of the representations, warranties, covenants and/or assurances contained herein;
(b) Failure to perform any obligations contained herein;
(c) a breach of any law, rule, regulation, notification or other statutory or legal provisions or requirements;
(d) Any willful misconduct or negligent acts by it or any of its officers, directors, employees or agents.

10. FINANCIAL TERMS

The contractor shall charge to DTE for Web Based Counseling 2016 at following rates:-

Price per candidate in INR (in figures)	Price per candidate in INR (in words)

Note:-

1. The price shall be based on number of candidates confirmed after each round in all DVC centers irrespective of number of rounds of counseling.
2. The Price shall be inclusive of all taxes, duties and charges and shall be same till the completion of the Contract including the period of extension, if any.

Payment Terms:

1. No advance will be paid to the Service Provider.

2. As soon as the Contractor furnishes to DTE, the Final List of selected candidates and the various outputs/reports as specified in "para 6 of section (II) *Specifications and Scope of the work"* of Tender/RFP and submits a Completion Report of the Online Counseling 2016, the payment will be made.
   DTE, reserves the right to test check whether the claims/reports made by the Contractor are correct.
3. The above payment is subject to timely and satisfactory completion of all the steps/activities leading to each stage. In the event of delays on the part of the Service Provider not attributable to DTE or to Force Majeure causes, DTE shall have the right to make 'cuts' in payment at the rate of 0.50% of the amount payable per day of delay but not exceeding 10% of the amount payable.
4. In the event of unsatisfactory performance or non-performance of any of the steps/activities not attributable to DTE or to Force Majeure causes, DTE shall have the right to withhold the corresponding payment for these steps/activities either fully or partly after giving a 7-day notice to the contractor to show cause against the same, and to take such other legal action to make good the losses caused by the contractor to DTE. DTE shall also have the sole right to terminate the contract altogether, at any point of time.
5. DTE shall have the right to determine what the "amount payable/corresponding payment" for any step/activity is, and while the contractor has a right to represent/clarify, DTE's determination of the same shall be final without prejudice to the contractor rights to seek alternative remedy through arbitration/Courts.
6. In the event of the contractor bringing DTE into disrepute by his failure to conduct the Online Counseling, DTE shall reserve the right to blacklist/debar the contractor for a period of at least 3 years.

11. CONTRACT INTERPRETATIONS

In this agreement unless otherwise specified:

i. All words/terms denoting the singular shall include the plural and vice-versa;
ii. All words/terms denoting any gender shall include all genders.

12. HEADINGS

The Headings used under this agreement for a group of terms and conditions are meant to serve only as a convenience. The Headings are not to be considered for the interpretation of terms or conditions in the agreement.

13. EVENTS OF DEFAULT BY THE CONTRACTOR

The Failure on the part of the Contractor to perform any of the obligations or comply with any of the terms of this contract shall constitute an Event of Default on the part of the Contractor, provided Contractor has received payments in full for all subsequent milestones which have been delivered in accordance to agreed acceptance criteria. The events of default as mentioned above may include Inter-alia the following:

a. The Contractor has failed to perform any instructions or directives issued by the DTE which it deems proper and necessary to execute the scope of work under the Contract, or
b. The Contractor has failed to adhere to any of the performance measures as laid down by DTE, or if the Contractor has fallen short of matching such standards/targets as the DTE may have designated with respect to any task necessary for the execution of the scope of work under this Contract The above

mentioned failure on the part of the Contractor may be in terms of failure to adhere to timelines, specification, requirements or any other criteria as defined by the DTE;

c. The Contractor has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the DTE, despite being served with a default notice which laid down the specific deviance on the part of the Contractor to comply with any stipulation or standards as laid down by the DTE ; or
d. The Contractor/Contractor's team has failed to conform with any of the Service /Facility Specifications/standards as set out the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the DTE during the term of this contract and which the DTE deems proper and necessary for the execution of the scope of the work under this contract;
e. The Contractor has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Proposal, the Tender and this Contract
f. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Contractor.
g. The Contractor / Contractor's Team has failed to comply with or is in breach or contravention of any applicable laws.

Where there has been occurrence of such defaults inter alia as stated above the DTE shall issue a notice of default to the Contractor, setting out specific defaults / deviances/omissions and providing a notice 15 days to enable such defaulting party to immediately remedy the default committed.

Where despite the issuance of a default notice to the contractor by the DTE the Contractor fails to remedy the default to the satisfaction of the DTE, the DTE may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the DTE.

14. CONSEQUENCES IN THE EVENT OF DEFAULT

Where an Event of Default subsists or remains uncured the DTE may/Shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of Services and the project which the Contractor shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the Contractor hereunder. The Contractor shall in addition take all available steps to minimize loss resulting from such event of default.

The DTE may, by a written notice of suspension to the Contractor, suspend all payments to the Contractor under the Contract, provided that such notice of suspension:

a. shall specify the nature of failure; and

b. shall request the Contractor to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Contractor

Where the DTE deems necessary, it shall have the right to require replacement of any of the contractor's representative with another suitable member. The Contractor shall in such case terminate forthwith all their agreements / contracts other arrangements with such member and find of the suitable replacement for such outgoing member with another member to the satisfaction of DTE, who shall execute such Contracts with the

DTE as the DTE may require. Failure on the part of the Contractor to find a suitable replacement and/or terminate all agreements / contracts with such member, shall amount to a breach of the terms of this contract.

15. TERMINATE THE CONTRACT

Retain such amounts from the payment due and payable by the DTE to the Contractor as may be required to offset any losses cause to the DTE as a result of such event of default and the Contractor shall compensate the DTE for any such loss damages or other costs, incurred by the DTE in this regard. Nothing herein shall effect the continued obligation of the sub-Contractor/ other members of its Team to perform all their obligations and responsibilities under this contract is an identical manner as were being performed before the occurrence of the default.

Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the Contractor may have resulted from such default and pursue such other rights and/or remedies that may be available to the DTE under law.

16. TERMINATION

The DTE may, terminate this contract in whole or in part by giving the Contractor prior and written notice indicating its intention to terminate the contract under the following circumstances:

1) Where the DTE is of the opinion that there has been such Event of Default on the part of the Contractor which would make it proper and necessary to terminate this Contract may include failure on the part of the Contractor to respect any of its commitments with regard to any part of its obligations under its Proposal, the Tender or under this Contract.
2) Where it comes to the DTE attention that the Contractor (or the Contractor's Team) is in apposition of actual conflict of interests of the DTE, in relation to any of terms of the Contractor's Proposal, the Tender or this Contract
3) Where the Contractor's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including Inter-alia the filing of any bankruptcy proceedings against the Contractor, any failure by the Contractor to pay any of its dues to its creditors, the institution of any winding up proceedings against the Contractor or the happening of any such events that are adverse to the commercial viability of the Contractor. In the event of the happening of any events of the above nature, the DTE shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Implementation Contractor/Service provider, and to ensure business continuity.
4) **Termination for Insolvency:** The DTE may at any time terminate the Contract by giving written notice to the contractor, without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right action or remedy which has accrued or will accrue thereafter to the DTE.
5) **Termination for Convenience:** The DTE, may, by prior written notice sent to the Contractor at least 3 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the DTE convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

The Contractor may, subject to approval by the DTE, terminate this Contract before the expiry of the term by giving the DTE a prior and written notice at least 6 months in advance indicating its intention to terminate the Contract.

17. CONSEQUENCES OF TERMINATION:

In the event of termination of this contract due to any cause whatsoever, the Contractor shall be blacklisted and the empanelment will stand cancelled effective from the date of termination of this Contract.

In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated Term of the Contract or otherwise] the DTE shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Contractor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the DTE and/or the successor Contractor/service provider, as may be required, to take over the obligations of the erstwhile Contractor in relation to the execution/continued execution of the scope of this Contract.

18. PENALTY

a. The Contractor shall perform its obligations under the agreement entered into with the DTE, in a professional manner.

b. The payment to the Contractor is subject to timely and satisfactory completion of all the steps/activities leading to each stage. In the event of delays on the part of the Service Provider not attributable to DTE or to Force Majeure causes, DTE shall have the right to make 'cuts' in payment at the rate of 0.50% of the amount payable per day of delay but not exceeding 10% of the amount payable.

c. DTE may recover such amount of penalty from any payment being released to the Contractor.

19. DISPUTE RESOLUTION

The DTE and the Contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes, arising between them under or in connection with the Contract.

If, after Thirty(30) Days from the commencement of such direct informal negotiations, the DTE and the Contractor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in the Arbitration and Conciliation Act, 1996.

20. CONTINUANCE OF THE CONTRACT

Notwithstanding the fact that settlement of disputes(s)(if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the scope of work to ensure continuity of operations. The Contractor having been paid in full for all subsequent milestones which have been delivered in accordance to the agreed acceptance criteria.

21. LIMITATION OF THE CONTRACTOR'S LIABILITY TOWARDS THE DTE

Except in case of gross negligence or willful misconduct on the part of the Contractor or on the part of any person or company acting on behalf of the Contractor in carrying out the services, the Contractor, with respect to damage caused by the Contractor to Govt. of Chhattisgarh shall not be liable to DTE.

a) For any indirect or consequential loss or damage, and
b) For any direct loss or damage that exceed (A) the total payments payable under this contract to the Contractor hereunder, or (B) the proceeds the Contractor may be entitled to receive from any insurance maintained by the Contractor to cover such a liability whichever of (A) or (B) is higher.

This limitation of liability shall not affect the Contractor liability, if any, for damage to Third Parties solely caused by the Contractor or any person or firm/company acting on behalf of the Contractor in carrying out the services. The aforesaid damage has to be judicially determinable.

22. CONFLICT OF INTEREST

The Contractor shall disclose to the DTE in writing, all actual and potential conflict of interest that exist, arise or may arise (either for the Contractor or the Contractor's Team) in the course of performing the services as soon as practical after it becomes aware of that conflict.

23. FORCE MAJEURE

Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Proposal and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

The failure or occurrence of a delay in performance of any obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Govt. of Chhattisgarh will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Contractor in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

24. WAIVER

a) Any waiver of any provision of this contract is ineffective unless it is in writing and signed by the party waiving its rights.
b) A waiver by either party in respect of a provision of this contract by the other party is not waiver in respect of any other breach of that or any other provision.
c) The failure of either party to enforce at any time any of the provisions of this contract shall not be interpreted as a waiver of such provision.

25. MODIFICATION

Any modification of this contract shall be in writing and signed by an authorized representative of each party.

26. APPLICATION

The General Conditions shall apply to the extent that provisions in other parts of the contract do not supersede them.

27. IT ACT 2000

Beside the terms and conditions stated in this document the contract shall also be governed by the overall act and guideline as mentioned in IT ACT, 2000.

28. INTELLECTUAL PROPERTY RIGHTS

i. Contractor explicitly informs that it has exclusively developed the software's and/or its versions required for rendering the services hereunder. As such, the software code, whether compiled or un-compiled, in printed or electronic format, with software design logic, graphical user interfaces (GUI) and their design, look and feel, are explicit Intellectual Property of Contractor only.
ii. Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land. Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.

iii. The data regarding the applicants/ candidates registered/applied for admissions shall be the property of DTE and Contractor shall have right of access thereto only to the extent of and for performing its responsibilities hereunder**.** If any application/s for information is received by Contractor under The Right To Information Act, 2005 regarding any of the said matters then, only DTE shall be responsible for replying since the property rights are held by it.

29. CONFIDENTIALITY

The contractor and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information or data relating to DTE's Web Based Counseling 2016 without the prior consent of the DTE. DTE reciprocally agrees to do likewise regarding any proprietary or confidential information or data relating to the contractor which may come into the possession or custody of DTE in the course of the project.

For Directorate of Technical Education **For Contractor**

Signature_____ **Signature _____**

Name: **Name:**
Designation: **Designation:**

WITNESSES

Signature _____ Signature _____
Name Name :
Designation Designation :