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FACILITIES AGREEMENT

भारतीय गैर न्यायिक (विशेषकर) सॉल्यूशन्स प्राइवेट लिमिटेड (TCS) द्वारा जारी किया गया है।
 Consultancy Services Limited, a company incorporated under the laws of India, with its corporate office located at TCS House, Ravinthe
 Street, 21 D, S. Marg, Fort, Mumbai 400001, hereinafter referred as 'TCS' (which expression shall include its successors and assigns) and the
 Party specified in the Schedule 1 to this Agreement hereinafter referred as a 'LISP' (which expressions shall, unless the context requires
 otherwise, includes its successors and permitted assigns) for end to end infrastructural support for work as defined in the Scope of Services
 below. In this Agreement, TCS and LISP are collectively referred as "Parties" and individually as a "Party".

WHEREAS:

- a) TCS has certain shared software applications ("TCS Application System") which will be accessed/used by its customers ("Services");
- b) TCS needs certain infrastructure and facilities for delivering the Services to its Customer(s) effectively and LISP agreed to provide such infrastructure and Facilities ("Facilities");

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions:-

"Authorized Personnel" means only those individuals (working for and on behalf of TCS), who have a bona fide need to have access to Facilities in connection with the use of Services by Customer under this Agreement.

"Confidential Information" shall mean and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers that may be received or obtained by the Receiving Party as a result of this Agreement.

"Customer" shall mean the customer or customers of TCS to whom TCS is required to render Services from or using the Facilities.

"Facilities" shall mean the facilities as set out in Clause 1 on Schedule 2

"LISP" shall mean Local Infrastructure LISP.

"Location" shall mean the locations or places of the LISP as specified in Schedule 1 where the Facilities shall be made available to TCS.

"LISP Hardware" shall mean the hardware listed in Clause 2 in Schedule 2 and made available by the LISP to TCS for use during the Usage Period communicated by TCS.

"Term" shall mean the term as set out in the Schedule 1.

"Usage Period" - For LISP Hardware, it is the period when TCS shall utilize the Facilities for its business requirement which shall be notified under the relevant Work Order by TCS to the LISP. In case of a change in the Usage Period, such revised Usage Period shall be notified by TCS from time to time through a written notice to the LISP.

Scope of Service:- TCS requires an end to end infrastructural support to use the Facilities as set out in Clause 1 of Schedule 2 during the Usage Period for the Term of this Agreement. This Agreement is to ensure outsourcing of the work for conduct of the exam however the consideration for the same is being determined on usage basis of the facilities used as per Clause 3 in Schedule 2. From time to time TCS shall notify the LISP of its requirement to use the Facilities prior to the commencement of the Usage Period. This will be done by TCS by issuing specific Work Orders. Facilities shall be made available for exclusive use of TCS during the Usage Period as communicated by TCS. TCS has the right to postpone the Usage Period which shall be notified to the LISP as stated in this Agreement. LISP understands and agrees that time is



(Signature)
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of the essence of this Agreement and in the event of non-availability of the Facilities during Usage Period; TCS and its Customers would incur irreparable loss and damage both financial and reputational. LISP acknowledges that LISP shall make good such loss suffered by TCS and its Customers.

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1. This Agreement is on a principal-to-principal basis between the Parties hereto. The LISP shall perform all the Services hereunder as an independent LISP and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the Parties hereto or any affiliates thereof or to provide either Party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other Party. The LISP acknowledges that its rendering of the Services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of TCS or affiliate thereof.
2. **Term and Renewal:-** This Agreement is effective during the Term as set out in Schedule 1 unless terminated earlier in accordance with the provisions of this Agreement.
3. **Obligations of the LISP: -**
 - a) LISP shall make available the Facilities in working condition to TCS for the Usage Period throughout the Term. LISP shall allow free access to the Location and the Facilities to TCS and its Customers and shall assist and co-operate with TCS to enable TCS to render Services to its Customers.
 - b) LISP shall make available the Facilities for mock test and its related activities as and when required by TCS, at no additional cost. LISP shall also provide required support and manpower during such activity.
 - c) LISP shall also ensure that Location is free of disturbance while TCS is using the same.
 - d) LISP shall intimate TCS and submit fresh Background check report within 30 days, in case of any change in ownership, change of authorized signatory, bank details, GST, PAN Credentials or any other changes. LISP shall provide all the requisite documents to TCS as requested.
 - e) In the event, the LISP has agreed to provide personnel as part of Facilities; the LISP shall ensure that such personnel have necessary expertise as required by TCS.
 - f) LISP acknowledges that none of its personnel and / or LISP's authorized signatory shall - be involved in any exam related complaints/malpractice and in case of any such instances are reported, then LISP shall be solely held liable and any serious offences may lead to FIR/Legal Proceedings against the personnel involved and the management of LISP.
 - g) LISP shall ensure that the adequate power supply and its back up in form of Online UPS and diesel generator is available and is in working condition along with availability of fuel, back up electrical cables, electrician, as stated in Schedule 2 of this Agreement.
 - h) LISP shall ensure that all nodes are networked connected through LAN based connection and network connectivity is available at all times as mentioned in Schedule -1.
 - i) LISP shall, at all times, comply with all applicable Facilities and/or Location related statutory laws, rules, regulations or policies including confidentiality and other obligations under this Agreement. LISP shall also procure and maintain all required approvals, permission, consent from statutory authorities throughout the term of this Agreement.
 - j) LISP shall obtain written consent from TCS before undertaking any maintenance activity with respect to Facilities which may jeopardize the timelines as stated in the Work Order issued by TCS to the LISP.

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- j) LISP shall obtain written consent from TCS before undertaking any maintenance activity with respect to Facilities which may jeopardize the timelines as stated in the Work Order issued by TCS to the LISP.
- k) LISP shall on regular intervals and/or when required by TCS or by applicable statutory authorities provide proof for compliance with all applicable laws, regulations or policies and any such approvals, permission, consents.
- l) LISP shall maintain the Facilities for exclusive use by TCS during the Usage Period.
- m) LISP shall promptly notify TCS on becoming aware of any claim, accusation, notice of violation, demand, action, abatement or order, conditional or otherwise, which has been made against it or TCS or any director, secretary, manager or similar officer of either of them in relation to this Agreement. LISP agrees to cooperate with and assist TCS in taking whatever action which TCS determines to be reasonably necessary or desirable to mitigate the delay or loss arising from such notice.
- n) LISP shall not knowingly engage any person with a criminal record/conviction or any person who has faced disciplinary action in his previous employment and shall bar any such person from participating directly or indirectly in the provision of Services under this Agreement.
- o) LISP shall withdraw or bar any of its Personnel from the provision of the Services, at no additional cost to TCS, if in the sole opinion of TCS, the quality of Service rendered is not in accordance with the Scope of Service agreed between the Parties.
- p) LISP acknowledges that TCS is and will at all times be relying upon the LISP's expertise and judgment. Nothing in this Agreement obligates TCS or any person acting on behalf of TCS to carry out any inspection, review or approval of the Services and any omission to inspect, review or approve the Services shall not in any way diminish any duty or liability of the LISP under or in connection with this Agreement.
- q) The LISP undertakes and agrees to supervise its staff assigned for the Services to ensure that it is conducted in accordance with the terms and conditions agreed upon between TCS and the LISP. The LISP shall be responsible for all matters relating to salaries and benefits for its Personnel, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters of its Personnel.
- r) The LISP shall keep or cause to be kept written records and reports of the progress of the Services and its activities in sufficient detail and in good scientific manner for all purposes for three (3) years from the date of expiry / termination of this Agreement; such reports and other records clearly reflecting the Services and the results thereof. The LISP shall report completion of the Services to TCS in summary form in writing not less than thirty (30) days following the end of each month and in reasonable detail orally at such meetings as the Parties may agree to hold from time to time.
- s) The LISP hereby agrees that it shall comply with all applicable laws, ordinances, regulations in performing of its obligations and the Services hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this Agreement, TCS is informed that the LISP is or may be in violation of any law, ordinance, regulation, (or if it is so decreed or adjudged by any court, tribunal or other authority), the LISP shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects. Further, the LISP shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, applicable to it from time to time, including records and returns as applicable under labour legislation.
- t) In the event the LISP is aware of a conflict between any of the terms set out under this Agreement, it shall inform TCS of the same and the Parties shall discuss and agree upon the manner in which the LISP should perform its obligations hereunder and the manner in which such conflict shall be resolved.
- u) LISP shall promptly notify TCS on becoming aware of any claim, accusation, notice of violation, demand, action, abatement or order, conditional or otherwise, which has been made against it or TCS or any director, secretary, manager or similar officer of either of them in relation to the Services or the Agreement. The LISP agrees to cooperate with and assist TCS in taking whatever action which TCS determines to be reasonably necessary or desirable to mitigate the delay or loss arising from such notice.
- v) LISP's Personnel shall not disrupt or interfere with the performance of duties of TCS employees.
- w) LISP shall adhere to the time-schedule as agreed between TCS and the LISP and notified to the LISP on a time to time basis.
- x) LISP hereby confirms that performance of the Services as per prescribed standards set out in Annexure A is the essence of this Agreement. In the event that TCS determines that the Services are below the prescribed standard as set out in Annexure A hereto, then TCS will notify to the LISP and the LISP shall, within a mutually agreed period, rectify the same.
- y) The LISP shall not exercise any lien on any of the assets, properties, documents, instruments or materials belonging to TCS available/provided to the LISP in connection with the provision of Services, for any amount due or claimed to be due by the LISP from TCS.
4. Fees: - TCS shall pay Fees to LISP as per schedule 2 after deduction of applicable tax at source (TDS) and provide LISP certificate in prescribed format for such deduction. Unless otherwise stated and agreed upon, all fee payment by TCS for the Services provisioned in terms of this Agreement are exclusive of Goods and Service Tax ("GST") or any such other tax in lieu of GST or any replacement thereof, that may be applicable and arise/or relate to this Agreement. Further, if TCS is required to deduct or withhold any taxes or



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charges from any sum payable to Service Provider, then TCS's remittance to Service Provider shall be made after deduction of such amounts. In such instance, TCS will provide information to Service Provider for supporting such deduction.

The Service Provider shall ensure that all invoices issued by it are in the format specified GST regulation or failing which an invoice shall be rejected. In case an invoice is so rejected, the Service Provider shall promptly issue a replacement invoice in the specified format.

In case any revision, rectification, modification of the rates, necessitating the issuance of a debit/credit note, the Service Provider shall issue such debit/credit note, as the case may be, no later than September 30 of the succeeding year to the year of provision of Services or date of filing of annual return, whichever is earlier.

The Service Provider is required to ensure that the information it submits to the GSTN portal in relation to the Agreement matches the information contained in the invoice issued to TCS. In case of a mismatch between the two, Service Provider shall promptly, within fifteen (15) days from the date when TCS communicates the mismatch to the Service Provider, amend the invoice or the information submitted to the GSTN portal as the case may be to ensure the same are consistent.

If any tax, rejection of input tax credit, refund or other benefit is charged to TCS and collected from TCS /denied to TCS on account of non-payment to the Government of goods and services tax by the Supplier and/or non-submission/inadequate/incorrect submission of information prescribed by the tax department/ failure to upload the details of the sale on the GSTN portal on the part of the Supplier, then said demand including tax, interest and penalties or said rejected input tax credit, refund or other benefit shall be recoverable from the Supplier. Provided the said tax liability/ rejected input tax credit, refund or other benefit will be recovered by TCS from the Supplier either from his outstanding invoices if available or by raising a debit note, in case the Supplier fails and/or neglects to make full payment of said tax amounts including interest or penalty to the tax authorities and submits the tax paid challans as proof of discharge of the tax liability to TCS, within thirty (30) days upon receipt of notice in writing from TCS.

5. Representation and Warranties:- (i) Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the country and shall comply with all applicable Laws; (ii) it has the full right and authority to enter into this Agreement and to perform all the obligations (including providing Facilities) under this Agreement and that this Agreement constitutes a legal, valid and binding obligation, and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party.

(ii) Further, LISP represents and warrants that prior to entering into this Agreement it has fully acquainted itself as on the Effective Date as to all conditions which could affect the performance of its obligations under this Agreement including, without limitation, the following:

- a) All the Facilities provided as per Schedule 2 are in working conditions throughout the Term and in the event they are not in working conditions, LISP shall get it repaired at its own cost.
- b) It has paid all applicable fees, charges, taxes etc. with respect to Facilities provided to TCS and shall at all times be liable to pay any such applicable fees, charges, taxes etc. during the term of this Agreement.
- c) LISP shall be responsible for procuring, obtaining and maintaining of all applicable licenses and permits which may be required under any law for performance of its obligations under this Agreement.
- d) LISP has properly evaluated its responsibility and obligations under this Agreement. LISP agrees to bear all and any consequences resulting from its own improper evaluation.
- e) LISP represents and warrants that it has the required experience and capability including sufficient and competent personnel for performance of its obligations under this Agreement.
- f) LISP represents and warrants that it is fully satisfied with the nature of its obligations as set out in this Agreement and any failure on the part of LISP to discover any matters affecting the due performance of its obligations set out in Schedule 2, shall not relieve the LISP from its obligations under this Agreement.
- g) LISP represent and warrants that its Personnel shall perform its obligation under the LISP's directions and shall not become or claim any employment from TCS by virtue of providing the services any time during the term of this Agreement or subsequently after its termination or expiration, irrespective of the location of their work.
- h) LISP warrants that its obligations shall be performed in a professional and competent manner and shall meet the specifications as determined in TCS's sole and exclusive discretion and communicated to the LISP from time to time.

6. Indemnity: 6.1 LISP shall indemnify, defend and hold harmless TCS and its officers, directors, affiliated companies, agents, employees harmless against any and all liabilities, actions, losses, judgments, payments made in settlement, suits, proceedings, demands, damages, claims, costs and expenses including reasonable attorney's fees from third parties including representatives and subcontractors of the LISP, resulting from:

- a) failure by the LISP to perform any of its obligations under this Agreement, in accordance with the provisions of this Agreement;
- b) breach of any representations or warranties set out in clause 6 hereinabove;



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- c) breach of third party contracts by the LISP, while performing its obligations regardless of whether or not the party bringing such claim finally prevails;
- d) any claim from a statutory authority or any employee, agent or authorized person of the LISP or employee, agent or authorized person of any claim from the LISP with respect to the terms of service / employment of the employee, agent or authorized person with the LISP or with the subcontractor of the LISP as the case may be, arising in relation to noncompliance by the LISP with any matter set out in this agreement;
- e) any act, commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this Agreement by the LISP or its Personnel;
- f) any robbery, theft, extortion, misappropriation or accident in relation to any assets or properties or documents or instruments of TCS; and
- g) any and all adverse claims of whatsoever nature made on TCS by any Personnel of the LISP.

6.2 TCS shall give the LISP, prompt written notice of any loss or discovery of any relevant third party claim ("Third Party Claim") upon which TCS intends to base a request for indemnification under clause 6.1 (an "Indemnification Claim Notice"). In no event shall TCS be liable for any loss that results from any delay in providing the indemnification claim notice. Each indemnification claim notice shall contain a description of the claim and the nature and amount of the loss claimed (to the extent that the nature and amount of such loss is known at such time). TCS shall furnish promptly to LISP copies of all legal notices, correspondence, communications and official documents (including court documents) received in respect of any such loss. For the avoidance of doubt, all indemnification claims under this Agreement in respect of TCS, its affiliates or their respective directors, officers, employees and agents (each, an "Indemnitee") shall be made solely by TCS.

6.3 The LISP shall co-operate with TCS in defending any claim/s against TCS by any local, state or central authority with respect to any levies, taxes, duties, fines, and/or penalties etc. due and payable by the LISP, and shall indemnify TCS, fully and without limit, against the same.

7. **Sub-Contract:** The LISP shall, subject to the prior written consent of TCS which TCS may deny at its absolute discretion, have the right to subcontract any part of the Agreement. The appointment of a subcontractor shall be on the following terms:
- (a) where TCS expressly consents to the sub-contracting or delegation of any part of the LISP's obligations shall be done post written consent from TCS under this Agreement such written consent shall be without prejudice to the LISP's continuing obligation to ensure that the sub-contracting and/or delegated work is continued to be performed at all times in accordance with the requirements of this Agreement;
- (b) that the sub-contractor shall be obligated in terms no less protective of TCS's Confidential Information and the assets or properties provided by TCS, than those set out in clause 9 Confidential Information and clause 3 Obligation of the LISP hereof.
- (c) That, all the clause of this Agreement which are applicable to the LISP shall be applicable and deemed to be accepted by the subcontractor.

(d) The subcontracting arrangement as contemplated under this clause 7 shall be coterminous with this Agreement.

(e) The LISP shall, subject to the prior written consent of TCS which TCS may deny at its absolute discretion, have the right to subcontract any part of the Services. The appointment of a subcontractor shall be on the following terms:

- (f) where TCS expressly consents to the sub-contracting or delegation of any part of the LISP's obligations under this Agreement such consent shall be without prejudice to the LISP's continuing obligation to ensure that the sub-contracting and/or delegated work is continued to be performed at all times in accordance with the requirements of this Agreement;
- (g) that as between the LISP and the subcontractor, all results emerging from such sub-contracted and/or delegated work shall be owned by TCS and exclusively licensed to the LISP for the limited purpose of completing the Services;

8. INSURANCE:

8.1 The LISP shall maintain, at its own cost, the insurance coverage set forth in this clause 8:

- a) on and from the Commencement Date, the LISP shall obtain and maintain on an ongoing basis:
- Property Damage Insurance for its properties which are utilized for provision of the Services;
 - Group Personal Accident Insurance for Personnel deputed at TCS Premises.
- b) the LISP shall provide to TCS a copy of the certificate of insurance evidencing the insurance coverage set forth in clause The LISP shall provide to TCS at least thirty (30) days prior written notice of any cancellation, non-renewal or material change in any of the insurance coverage. The LISP shall, upon receipt of written request from TCS, provide renewal certificates to TCS for as long as the LISP is required to maintain insurance coverage hereunder
9. **Limitation of Liability:** TCS shall not be liable to the LISP for any special, indirect, incidental, consequential (including loss of revenue and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if TCS has been advised of the possibility of such damages. The total cumulative liability of TCS under this Agreement shall not exceed in aggregate the amount paid by TCS to the LISP under this Agreement. Nothing in this Agreement shall be taken to exclude or limit the LISP's liability under or arising out of this Agreement whether based in contract, tort (including negligence and strict liability) or otherwise to the extent that such liability cannot be excluded by law.

10. **Confidential Information:** - Each Party receiving the Confidential Information (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. The provisions of this Clause with respect to Confidential Information shall not apply to the extent, that such Confidential Information is: (a) already known to the Receiving



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Party free of any restriction at the time it is obtained from the Disclosing Party. (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

11. **Intellectual Property Rights:-** LISP agrees that TCS Application System, deliverables and work products created or developed by TCS or its employees, representatives etc. using TCS Application System and/or Facilities under this Agreement, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of TCS. TCS is allowed to use the name and address of the LISP which may be necessary to render the Services to its Customers.

12. **Non-Solicitation:** The LISP (including its officer, staff) and TCS (including its officer, staff) agree that they shall not without the prior written consent of the other Party, entice, solicit or seek to entice or solicit directly or knowingly with a view to offer employment to any of the other Party's employees during the period of the Agreement and for a period of one (1) year after the expiry or termination of the Agreement. The LISP and TCS also agree that neither party shall refer the employee of the other Party for employment to a third party.

13. **Illegal Gratification:** The LISP hereby represents that it has not and shall not itself or through any of its Personnel given or give or promise to give any money or gift to any employee/official of TCS to influence their decision regarding this Agreement, nor shall it exert or utilize any unlawful influence through a promise to pay a commission, percentage, brokerage or contingent fee to secure or solicit any extension hereof.

The LISP acknowledges and agrees that it has not, and will not, make or promise to make corrupt payments of money or anything of value, directly or indirectly, to any government or public international organization officials, political parties, or candidates for public office, or employee of a commercial customer or supplier, for the purpose of obtaining or retaining business or securing any improper advantage.

The LISP agrees that breach of this clause shall be sufficient ground for TCS to terminate this Agreement immediately without prejudice to the LISP's liability under applicable laws. Further, breach of this clause shall also be sufficient ground for TCS to withhold any and all payments, which may be due to the LISP and for TCS to initiate appropriate legal actions against the LISP.

14. FORCE MAJEURE:

Neither Party shall be considered in default in the performance of its obligation under the Agreement, if such performance is prevented or delayed on account of war, civil commotion, strike, epidemics, lockdown, Pandemic, accidents, fires, unprecedented floods, earth quake or because of promulgation of any law or regulations by the Government, unforeseen breakdowns or account of any other Acts of God. At the time of occurrence of a force majeure condition, the affected party shall give a notice in writing within fifteen (15) days from the date of occurrence of the force majeure condition indicating the cause of force majeure condition and the period for which the force majeure condition was likely to subsist. In the event the affected party is prevented from fulfilling its obligation under the Agreement owing to the force majeure condition continuing for more than thirty (30) days, both Parties shall consult each other regarding the continuation of the Agreement including early termination as set forth in clause 15.

The LISP shall have in place at all times a detailed contingency and business continuity plan that covers situations where the Services cannot be provided by the LISP including due to Force Majeure Events, malfunction or unavailability of LISP personnel and resources and any other causes. The LISP must ensure that the contingency and business continuity plan and each update to and revised version of, the contingency and business continuity plan is agreed by TCS. In the event that the LISP is unable to provide any Service for any reason including a Force Majeure Event, malfunction or unavailability of LISP resources or any other cause, the LISP must immediately notify TCS and comply with the current approved contingency and business continuity plan to ensure continuity of the Services. The LISP confirms that its contingency and business continuity plan will be such that notwithstanding non availability of its resources for any reason whatsoever, the LISP is able to continue to provide the services in accordance with the agreed service levels and otherwise perform all its obligations under this Agreement without interruption.

15. INSPECTION AND RIGHT TO AUDIT:

The LISP shall keep complete and accurate records of all operation, expenses and compliance under applicable laws relatable with the Services provided to TCS. All such records shall be kept on file by the LISP for a period of seven (7) years from the date the record is made.

The LISP shall, upon twenty four (24) hours' notice, allow TCS, its officers, auditors and/or its authorized persons, the opportunity of inspecting, examining and auditing, the LISP's operations and business records which are directly relevant to the Services, as set forth in this Agreement. The LISP will co-operate with TCS's internal or external auditor to assure a prompt and accurate audit of the Services. Such audits or reviews will be at the expense of TCS. However, if the audit discovers discrepancies or overcharges, then upon completion of such audit or review, the LISP will reimburse TCS for overcharges and for the cost of the audit.

16. **Termination :- (16.1) Termination for convenience by TCS.** TCS is entitled to terminate this Agreement by giving fifteen (15) days prior written notice to the LISP. It is acknowledged and agreed between the Parties that LISP does not have right to terminate this Agreement for convenience. In the event if LISP terminates this agreement for convenience, the same shall be construed as material breach of this Agreement and TCS shall have the right to claim appropriate damages under the Law and this contract.



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(16.2) Termination for Material Breach. Either Party may terminate this Agreement immediately by a written notice to the other Party in the event of a material breach which is not cured within thirty days of the receipt of the said notice period. Failure of LISP to abide by the Service Levels and denial of access by LISP to TCS on the Facilities shall be termed as material breach and the Agreement shall immediately be terminated by TCS.

(16.3) Effect of termination. Either party shall return to other party any of other party's confidential and proprietary information and material in its possession. LISP agrees that in the event of expiry or termination of this Agreement for any reason, any accepted and unexecuted Work Order shall be executed by the LISP and all the obligations under such Work Order shall be performed by the LISP.

17. MISCELLANEOUS:

Governing laws: This Agreement shall be governed and interpreted in accordance to the laws of India and the Courts at Mumbai only shall have exclusive jurisdiction in all matters arising out of this Agreement.

Arbitration: In case of disputes or differences arising between the Parties hereof, shall be subject matter of arbitration under the Arbitration and Conciliation Act 1996 and any subsequent related amendments there to, unless settled amicably between the Parties hereof, shall be referred to and finally settled by arbitration and such arbitration shall be conducted in accordance with the rules of arbitration of the Bombay Chamber of Commerce and Industry ("BCCI"), which rules, as modified from time to time, are deemed to be incorporated by reference into this clause (the "arbitration rules"), by an arbitration panel comprising of a sole arbitrator.

The arbitration panel as referred to above shall be appointed by the BCCI. The arbitration panel shall deliver the award in the arbitration proceedings within three (3) months from reference of any dispute to arbitration. The place of arbitration shall be Mumbai, India.

The Parties agree that the award passed by the arbitration panel shall be final and binding upon the Parties, and that the Parties shall not be entitled to commence or maintain any action in any court of law in respect of any matter in dispute arising from or in relation to the Agreement, except for the enforcement of an arbitral award passed by an arbitration panel pursuant to this clause.

If applicable, in the event that (i) an arbitrator has already been appointed under this Agreement in respect of a dispute and (ii) a dispute has arisen under a subcontract ("**Subcontract Dispute**") between LISP and a subcontractor and (iii) the subcontract Dispute concerns the same or substantially the same subject matter as a dispute referred to arbitration under this Agreement referred to in 14.1 above, then no later than seven (7) days after the acceptance by the arbitrator of its appointment, LISP may require, by notice to the arbitrator, the subcontractor and TCS, that the subcontract dispute be dealt with by the appointed arbitrator in a consolidated arbitration. The LISP will procure that the subcontracts will contain a clause binding the subcontractors to comply with such consolidated arbitration. In the event of such consolidation, the Parties will comply with such adjusted timetable for the consolidated arbitration as the arbitrator may direct. The Parties shall be bound by any decision of the arbitrator in the consolidated arbitration on and subject to the same terms as clause 19.1.

Notice: Any notice, request, demand, waiver, consent, approval or other communication permitted or required under this Agreement shall be in writing and shall be deemed given only if delivered by hand or sent by facsimile transmission (with transmission confirmed) or by a postal delivery service that maintains records of delivery, addressed to the Parties at their respective addresses specified in accordance with this clause. Any notice given under this Agreement shall be deemed to have been given as of the date delivered if sent by hand or post or as of the date transmitted if sent by facsimile (with transmission confirmed). Any notice delivered by facsimile shall be confirmed by a hard copy delivered as soon as practicable thereafter. This clause is not intended to govern the day-to-day business communications necessary between the Parties in performing their obligations under the terms of this Agreement.

Address for Notice:

For LISP Netaji Subhash Engineering College Technocity, police para, panchpota, garia, Kolkata-700152	For TCS Communication Address: Olympus A, Opposite Rodas Enclave, Hiranandani Estate, Ghodbunder Road, Patlipada, Thane West, Maharashtra 400607 With copy to Deputy General Counsel Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai- 400001 Tel: + 91 22 67789008 Fax number: NA
Tel: 033 2436 1285	Tel: + 91 22 67789008
Fax number: NA	Fax number: NA
For the attention of: Dr. Hrishikesh Mandal	For the attention of: Venguswamy Ramaswamy



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[Signature]
Director
Netaji Subhash Engineering College

Version 01

Severability: The Parties acknowledge and agree that if any of the provision of this Agreement is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Agreement and the remaining provisions of this Agreement shall remain valid and enforceable.

Non-Assignment: Neither Party shall assign or transfer its rights and obligations under this Agreement without the prior written consent of the other Party

Publicity: The LISP shall not use the name and/or trademark/logo of TCS, its group companies, subsidiaries or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of TCS.

Waiver: No delay or failure of any Party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any Party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Agreement neither Party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that Party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

Entire Agreement: This Agreement contains the entire understanding of the Parties with regard to provision of the Services and supersedes all previous correspondence, proposals, representations, agreement or memorandum of understanding. Any amendment, modification, change or revision to this Agreement shall be by way of mutual agreement between the Parties hereto and which shall be made in writing.

Non Exclusive Agreement: This Agreement is on a non-exclusive basis and the LISP shall not have any exclusive right to provide the Services to TCS. TCS shall be free to engage any other LISPs or may entrust services similar to the Services or any part thereof to any other person/s.

TCS Supplier Code of Conduct: The business engagement of TCS with supplier is regulated by the TCS Supplier Code of Conduct. All agencies dealing with TCS like the LISP are also bound by the said TCS Supplier Code of Conduct. The LISP agrees to at all times abide by the said Code and shall promptly inform TCS of any breach or threatened breach of the Code by any person by informing to the Local Ethics Counselor or the Principal Ethics Counselor or the GEO of TCS. TCS, in turn, undertakes that it will maintain confidentiality of such communication received. Violations and concerns can be reported confidentially via email to corporate.ethics@tcs.com. The TCS Supplier Code of Conduct can be viewed at <https://www.tcs.com/content/dam/tcs/pdf/discovers/tcs/about-us/TCS-Supplier-Code-of-Conduct.pdf>

Precedence: If there is any conflict among any elements of the Agreement, the descending order of precedence will be (unless expressly stated otherwise for any particular Agreement): Services Agreement, Annexes, Purchase Order, Delivery Order.

Authority to Sign: Each person signing the Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver the Agreement

IN WITNESSES WHEREOF the parties have signed this Agreement on this date, month and year first above written in the presence of following Witnesses:

Netaji Subhash Engineering College

By:

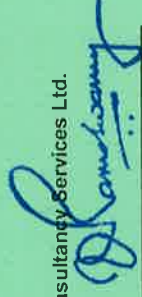

01/02/2021

Name: Dr. Hrishikesh Mandalkar

Title: Director - NSEC

TATA Consultancy Services Ltd.

By:



Name: Mr. Venguswamy Ramaswamy

Title: Global Head - TCS iON

Director
Netaji Subhash Engineering College

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SCHEDULE 1

SCOPE OF SERVICES

S. No	Scope Details	Details	Remarks if Any
A	Test Center Details		
1	LISP Name	NETAJI SUBHASH ENGINEERING COLLEGE	
2	Nature of Incorporation of LISP	NA	
3	Incorporation Number	NA	
4	CIN /Registration Number	NA	
5	Invoicing Entity	NETAJI SUBHASH ENGINEERING COLLEGE TECHNO CITY, POLICE PARA, PANCHPOT, GARIA, KOLKATA-700152	
6	Registered office address		
7	Authorized Signatory Details		
7.1	Name	Dr. H. Mandal	
7.2	Designation	Director	
7.3	Email id	nsecdirectorhm@gmail.com	
7.4	Contact #	9830128374	
7.5	Aadhaar #	NA	
8	Vendor Registration	NA	
8.1	Service Tax Number	NA	
8.2	GST #	NA	
8.3	Tan #	NA	
8.4	PAN #	AAATT8588J	
8.5	PAN Copy Attached	YES	
8.6	Name of the Bank	PUNJAB NATIONAL BANK TECHNO CITY, POLICE PARA, PANCHPOT, GARIA, KOLKATA-700152	
8.7	Bank Address		
8.8	Bank Account Number	4885000100004312	
8.9	NEFT/RTGS Code	PUNB0488500	
8.10	Copy of cancelled bank cheque attached	YES	
9	Contact Term	3 Years	
10	Effective Date	1 st Dec 2020	
11	Spoc Details		
11.1	Spoc Name	DEBARSHI DUTTA	
11.2	Spoc Designation	Training & Placement Officer	
11.3	Spoc Contact Number	9903078441	
11.4	Spoc Email ID	debarshidutta198@gmail.com	
B	Venue Details		
1	Exam / Location Name	Netaji Subhash Engineering College TECHNO CITY, POLICE PARA, PANCHPOT, GARIA, KOLKATA-700152	
2	Exam / Location Full Address		



Debarshi Dutta
 Director
 Netaji Subhash Engineering College



3	Exam Location City with Pin code	700152	
4	Distance of nearest Bus Stop from Centre	2KM	
5	Name of nearest Railway Station to the Test Centre	GARIA STATION	
6	Distance of nearest Railway Station from	2KM	
7	Distance & address of nearest Fire station	5KM PATULI	
8	Distance & address of nearest police station	6KM NARENDRAPUR	
S. No	Scope Details	Details	Remarks if Any
9	Total no. of seats available in the Campus/at the premises	1000	
10	Total no. of seats offered for booking	300	
B	Venue Details		
11	The days on which the venue shall be exclusively provided to TCS iON	2days prior of examination	
12	LISP shall provide written confirmation of center within 48 hours of receiving written request placed by TCS iON	yes	
C	iON Team Details		
1	Name & Employee Number of ZOM	VINAYAK BANDYOPADHYAY & 767105	
2	ROM Emp # & Name	BIPLAB SARKAR & 715694 ARPAN KUMAR PATRA & 858878	
3	City Head Emp # & Name	TANOO PRAMANICK & 724529	
4	Power Auditor Emp # & Name	PRIVANKAR LASKAR & 858883	
5	Network Auditor Emp # & Name		
6	Audit closure date	22/11/2020	

SCHEDULE 2

S. No	Facilities Below mentioned Facilities shall be provided at Location as defined in Schedule 1. Facilities shall be inclusive but not limited to the following listed:	
A	General Facilities	YES



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Director

Furnished IT labs/s with furniture/partitions	Class No.	No of Seats/PC in each lab	Block	Floor	No of Seats	Handicap Reserved Seats	Count of washrooms on same Floor	No of CCTV Camera in Lab	Drinking Water Availability
CIRCUIT THEORY	34		ANNEX	3 RD	34		YES	NO	YES
WEBTECH LAB	15		ANNEX	1 ST	15		YES	YES	YES
NETWORKING LAB	20		ANNEX	1 ST	20		YES	YES	YES
PROGRAMMING LAB 2	20		MAIN	1 ST	20		YES	YES	YES
OS LAB	39		MAIN	1 ST	39		YES	YES	YES
DBMS LAB	37		MAIN	1 ST	37		YES	YES	YES
MULTIMEDIA LAB	15		MAIN	1 ST	15		YES	YES	YES
OBJECTTECH LAB	15		MAIN	1 ST	15		YES	YES	YES
IT PROJECT LAB	15		MAIN	1 ST	15		YES	YES	YES
COMPUTER CENTER	70		ADMIN	3 RD	70		YES	YES	YES
MCA LAB	65		MANAGEMENT	4 TH	65		YES	YES	YES
CADCAM LAB	35		MANAGEMENT	GROUNDFL	35	YES	YES	YES	YES
CONTROLSYSTEM LAB	20		ADMIN	2 ND	20		YES	NO	YES
DSP LAB	35		ADMIN	3 RD	35		YES	NO	YES

2	Air Conditioned Server Room	Yes	
3	Disconnect AC power from DG Supply	Yes	
4	Power backup	Yes	
4.1	RAW Power	Yes	
4.2	UPS , Preferably online	Yes	
4.3	Working DG (Per node minimum specification needed is 0.3 KVA)	Yes	
5	Ventilated UPS Room	Yes	
6	UPS Type (Online/ Offline)	Yes	
7	UPS Power backup in Minutes	Yes	
4	First Aid Box	Yes	
5	Fire Extinguishers with validity	Yes	



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 Netaji Subhash Engineering College

6	DG Set with valid AMC & service certificates	Yes	
7	DG Capacity	250 KVA	
8	Provisioning for Mobile DG/Backup DG incase of DG Failure	Yes	
9	Printer (Laser Jet or Ink jet B/W)	Yes	
10	Printing Papers	Yes	
11	CCTV with recording media (CD/DVD)	Yes	
12	At least two cameras in each class rooms with zero blind spot	Yes	
13	Path ways covered	Yes	
14	Assembly area covered	Yes	
15	Main gate covered	Yes	
16	PC Configuration	Details	Remarks
16.1	PC Processor (Intel Dual Core and above)	Dual core and above	
16.2	PC Monitor size (16 inches and above)	16" and above	
16.3	PC RAM (2GB and above)	2gb and above	
16.4	HDD Space:- 150 GB Free space for TCS Owned OS installation.	150gb	
16.5	Motherboard: Motherboard should have PXE enabled LAN card.	Pxe enable	
16.6	Monitor Should support screen resolution of 1024 X 768.	1024 X 768 and above	
16.7	Keyboard and Mouse should not be multimedia	Multimedia	
16.8	IP Camera with storage of 10 days	IP Camera	
16.9	1 TB Storage (but depending on the center size, camera resolution, candidate count and duration of shifts)	2tb storage	
16.10	Approved biometric devices	Yes	
17	Networking (LISP shall ensure that all nodes are networked and network connectivity is available at all times)	Details	Remarks
17.1	Network Topology Type	STAR	
17.2	Switches Type (Managed /Unmanaged)	UNMANAGED	
17.3	Webcams for registration in each lab	yes	
17.4	Broadband Availability	YES	



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17.5	Network Switch (100 Mbps) Availability Firewall Availability	1000 Mbps
17.6	No. of Computers in the LAN network connected to the firewall	300
17.7	Physically separated network	yes
17.8	Network Switch- GBPS	YES
17.9	LAN Cable- CAT6	YES
17.10	Manageable Distribution Layer switch with loop prevention enabled.	NO
17.11	Network Architecture - Modular Network, Physically Separate network for assessment	Physically Separate network for assessment
17.12	More than 2 Mbps speed wired/ broadband connection (for assessment related activities)	YES
17.13	Minimum 4 Mbps speed wired/ broadband connection (1:1) for CCTV Live Surveillance	YES
17.14	Primary Internet Connection (Bandwidth) (Required @ 8 Mbps / 100 Machine)	YES
17.15	Primary Internet LISP (Name of the vendor)	Meghbala
17.16	Secondary Internet Connection with Static IP (Availability)	YES
17.17	Secondary Internet Connection (Type)	Lease Line
17.18	Secondary Internet Connection (Bandwidth)	50MBPS
17.19	Secondary Internet Connection (LISP Name)	Tata
17.20	Up-Time SLA for Internet Service	yes
B	Assessment Support As per TCS requirement, LISP will arrange for required assessment support by designating personnel in the role of Administrator, Investigators, Lab technicians, Security Guards, Lab technicians, Electrician, DG Operator etc. as derived and determined by TCS. TCS and/or its Authorized Personnel shall validate and pay for such invigilation/supervision service as per rates specified. The LISP shall share the details of such personnel providing the invigilation/supervision service with TCS and/or its Authorized Personnel as and when required.	
1	Amenities to be provided	Please Tick (Yes) Please Tick (No)
1.1	Administrative room/covered area for candidate verification & waiting purpose needs to be provided	Yes
1.2	Housekeeping staff, Security guards & Water supply should be made available on the test day	Yes



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 Director
 Netaji Subhash Engineering College

1.3	The Cafeteria inside the campus should be kept opened on the test day	Yes
1.4	There will be a Medical Attendant Support available inside the campus on call for any emergency	Yes
1.5	Parking facility for the candidates vehicles, should be available inside the campus	Yes
2	Manpower to be provided	
2.1	a) Test Center Administrator (TCA) TCAs Responsibility includes the following besides other activities which may be communicated from time to time: 1. IT Readiness prior to Trial Run/Mock Day 2. DG Filled with diesel fuel. 3. Clean and sanitized labs/washrooms/ 4. Availability of running water along with clean drinking water 5. Availability of Venue / Support for readiness trials/mock 6. Availability of IT / Venue SPOC /Other required manpower for support 7. Support during Exigency Scenarios 8. Ensuring all required equipment are in serviced and in running condition 9. Coordination with local authorities 10. Overall management of the venue before/during & after the examination exam conduct.	YES
2.2	IT Manager , need to have minimum 3 years' experience with good understanding of the venue IT Infrastructure & Network environment and capable to trouble shoot Desktop & Network related issues	YES
2.3	Security Guards should be trustworthy and active enough to supervise/screen movement of people and support crowd management	YES
2.4	Electricians/Lab Technicians/ / Generator Operators should be employed with the LISP and well versed with the local infra	YES
2.5	House Keeping / Cleaning Attendants , need to come early & go last during exam days ensuring cleanliness of the premises	YES
3	Statutory Compliance	YES
3.1	Adequate provisioning of Fire Safety Equipment & Fire Extinguishers available at vulnerable locations inside the premises / campus	YES
3.2	First Aid Box available in the vicinity of the test rooms / computer labs for emergency use	YES
4	Commercial Terms & Conditions	YES
4.1	TCS shall pay Fees only for LISP Hardware for nodes at Rs. 50 per node per day for the highest number of nodes used by TCS on the particular day. In case LISP center is not available as per the requirement of TCS, TCS reserves the right to proportionately reduce the node rate basis the number of hours for which LISP has made the nodes available. There shall be NO charges payable for Venue Infra Audit / Venue Compliance & Feasibility Mock tests done at the venue before actual exams scheduled for Certifying the venue readiness.	YES
4.2	During Usage Period for personnel engaged and if the cost of the same is not included as per above defined rates then LISP shall be entitled to charge TCS for actual number of personnel engaged at the following agreed rates:	YES
4.3		



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Director
Metall Sitbhush Engineering College

Personnel Description	Single Shift Price	Two Shift Price	Three Shifts Price	Four+ Shifts Price
Test center Administrator	Rs.750 per shift	Rs.1,125 per day	Rs.1,500 per day	Rs.1,650 per day
IT Managers	Rs.750 per shift	Rs.1,125 per day	Rs.1,500 per day	Rs.1,650 per day
IT Assistants	Rs.400 per shift	Rs.600 per day	Rs.800 per day	Rs. 900 per day
Invigilators	Rs.500 per shift	Rs.750 per day	Rs.1,000 per day	Rs. 1,100 per day
Support	Rs.300 per shift	Rs.450 per day	Rs.600 per day	Rs. 650 per day

TCS ION shall pay the aforesaid charges basis actual invoice received from the LISP.

Other Reimbursements : Basis of actual utilization LISP is entitled to charge TCS for reimbursements of expenses on actual spend as defined below:

4.4	Description	Price
	Surveillance Camera facility to record a session	Rs.10 per node per day
	Print Per Sheet	Rs.1 per sheet

Diesel Generator Cost: LISP will charge TCS for reimbursement of diesel expenses for the DG usage at rates specified below:

4.5	Description	Rate
	Diesel Cost	Rs. 4.5 per candidate

Note : In case of DG failure LISP is required to arrange for Backup/Mobile DG, in case same does not work or is not available immediately TCS will arrange for the Mobile DG & cost recovered from the LISP at actuals. On the day of the examination if diesel generator fails and TCS is required to arrange for alternate diesel generator, TCS shall raise a debit note on LISP basis actual expense incurred and adjust the amount from the invoice amount payable to LISP

	Number of Shift	Single Shift	Double Shift	3 or More Shift
	Minimum Amount	Rs. 800	Rs. 1,500	Rs. 2,200
	LISP shall be eligible for payout basis actual utilization (Diesel Cost per candidate * Number of registered candidates scheduled) or Minimum Amount whichever is higher.			
4.6	Miscellaneous			



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(Signature)
Director
 Netaji Subhash Engineering College

	<p>TCS will raise a Work order whenever TCS wants to use LISP hardware and LISP shall raise an undisputed invoice after the Usage Period within 60 days from the date of examination. LISP shall attach a copy of the Work Order and supporting documents along with the invoice. TCS shall verify the invoice and pay a validated invoice within thirty (30) days from the date of receipt of original hard copy of the invoice on best effort basis.</p>	Yes		
1	<p>In case TCS does not receive undisputed invoice within 60 days from the date of examination, TCS shall not be liable to make payment to the LISP</p>	Yes		
2				







[Handwritten Signature]
Director
Netaji Subhash Engineering College



**SCHEDULE -- 3
SERVICE LEVEL CREDITS**

- LISP shall provide written confirmation of center within 48 hours of receiving written request placed by TCS iON LISP shall ensure that the details of personnel providing investigation/supervision service are shared with TCS personnel 10 days prior to the period specified in Work Order
- LISP shall ensure that the invoices are dispatched immediately after completion of the project as stated in Work Order.

APPROVAL FOR PROCESSING

Function	Name	Emp Number	Approved (Yes/No)	Sign	Remarks
Power Auditor	TANJOY PRAMANICK	724529	YES		OK
Network Auditor	PRIYANKAR LASKAR	858883	YES		OK
Center Head	PRITAM SARKAR	861362	YES		OK
City Head	ARPAN KUMAR PATRA	858878	YES		OK
ROM	BIPLAB SARKAR	715694	YES		OK
ZOM	VINAYAK BANDYOPADHYAY	767105	YES		OK

END



Director
Netaji Subhash Engineering College

