

CONTRACT FOR CONSULTING SERVICES

CONTRACT No. *[insert]*

THIS CONTRACT ("Contract") is entered into this 16.12.2020, by and between Veer Surendra Sai University of Technology (VSSUT), Burla, Sambalpur ("the Client") having its principal place of business at Burla, Dist.Sambalpur, Odisha-768018, and **Aspiring Minds Assessment Private Ltd** ("the Consultant") having its principal office located at **323, Udyog Vihar, Phase II, Gurugram – 122016**

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the services specified in Annex A. "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the personnel listed in Annex P "Consultant's Personnel," to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C. "Consultant's Reporting Obligations."

2. **Term**

The Consultant shall perform the Services during the period commencing 21.12.2020 and continuing through 28.12.2020, or any other period as may be subsequently agreed by the parties in writing (for example- the test for 1st year Engineering students can be conducted only after the admission is over)

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3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed Rs 5,99,499/- This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below¹:

[Payment will be done by NPIU on behalf of institute after the entire delivery process and the currency will be in INR.]

C. Payment Conditions

Payment shall be made in **Indian Rupees**, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account

Favouring	"Aspiring Minds Assessment Private Limited"
Account Number	066010200037536
Bank	AXIS BANK Ltd
Branch	RAJOURI GARDEN DELHI - 110005
MICR Code	110211011
IFS Code	UTIB0000066
PAN Card No	AAGCA9961P

If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained] by adopting following procedure

1. The charges for employability test per student is @ Rs 177,00/- (Including Taxes), uniform for all institutions irrespective of their location or other factors and 100% payment shall be made to service provider by NPIU under component 2 (services).

¹ Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.

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2. The contract shall be signed between the institute and service provider.
3. The complete delivery of services shall cover pre-test sensitization, proctoring and conduct of test, report generation for all stakeholders (Students and Institute) and post-test counselling.
4. The invoice/ bills based on actual count of students shall be raised by consultant in the name of "National Project Implementation Unit A/C Veer Surendra Sai University of Technology and submitted to client after complete delivery of services for certification.
5. The Principal/ Director of the client institute shall certify the bills as per the proforma enclosed. Such certified bills shall be submitted to NPIU for further payment to consultant.

4. Project Administration

A. Coordinator.

The Client designates Mr./Ms. Dr.P.Nanda, Professor, Training and Placement, VSSUT, Burla as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

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

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Inspections and Auditing

The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation s determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.

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7. **Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
8. **Ownership of Material** Any studies report or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software².
9. **Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
10. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
11. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
12. **Law Governing Contract and Language** The Contract shall be governed by the laws of **Government of India**, and the language of the Contract shall be³ **English language**
13. **Dispute Resolution⁴** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
14. **Termination** The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after

² Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

³ The law selected by the Client is usually the law of its country. However, the Bank does not object if the Client and the Consultant agree on another law. The language shall be English, French, or Spanish, unless the Contract is entered into with a domestic firm, in which case it can be the local language.

⁴ In case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force"

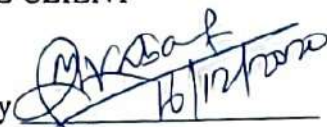
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being notified, or within any further period as the Client may have subsequently approved in writing;

- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

Signed by 

Title: Registrar /c

FOR THE CONSULTANT

Signed by 

Title: _____

