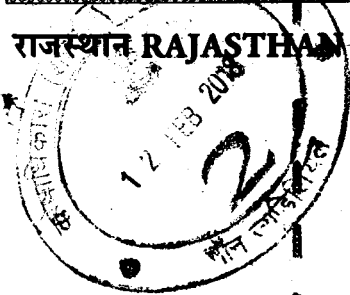




राजस्थान RAJASTHAN

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SERVICE LEVEL AGREEMENT

This Contract is made and entered into on this 16th day of February, 2018 by and between State Insurance & Provident Fund Department of Govt. of Rajasthan, having its head office at Beema Bhawan, Jai Singh Highway, Jaipur, -302016, Rajasthan (herein after referred to as "Purchaser/SIPF") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and permitted assignees on ONE PART

And

M/s JIL INFORMATION TECHNOLOGY LIMITED, a company registered under the Indian Companies Act, 1956 having its registered office at 54, BasantLok, VasantVihar, New Delhi 110057 and Head Office at 64/4, Site-IV, Sahibabad Ind. Area, Ghaziabad, Uttar Pradesh 201010 (herein after referred as the "Successful Bidder/ Supplier/JILIT") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and permitted assignees on the OTHER PART.

Whereas,

Purchaser is desirous of appointing an agency for Scanning, Digitization & E- Cataloging of Documents for SI&PF Department as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated 01-11-2017 of NIB F1 (I)/ADD/Digitization/HO/2016-17/1987.

And whereas

Sunil Chakraborty
16/2/2018

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SUPPLIER/JILIT represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIB and RFP document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order vide Letter Ref. No. F1/GIS/DOR/2017/02/2713 dated 02-02-2018, on which supplier has given their acceptance vide their Letter No. 22/2017-18 dated 05-02-2018.

And whereas

The supplier has deposited a sum of Rs. 4, 41,588/- (Rupees Four Lakhs Forty One Thousand Five Hundred and Eighty Eight Only) in the form of Bank Guarantee ref no. G00IBGP180460001 dated 15.02.2018 of Karur Vysya Bank Ltd.(Bank) and valid up to 28-01-2019 as security deposit for the due performance of the contract.

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

1. The NIB Ref. No. F1 (/)/ADD/Digitization/HO/2016-17/1987, and RFP document dated 01-11-2017 issued by SIPF along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by SIPF to supplier at the rates set forth in the work order no. F1/GIS/DOR/2017/02/2713 dated 02-02-2018, the Supplier will duly supply the said articles set forth in "Annexure-I: Bill of Material" thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The SIPF do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the SIPF will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be affected from the date of work order i.e. 02-02-2018 and completed by supplier within the period as specified in the RFP document.
5. In case of extension, without approval of SIPF, in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

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a) Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work	2.5%
b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.	5.0%
c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.5%
d) Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	10.0%

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
- ii. The maximum amount of agreed liquidated damages shall be 10%.
- iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- iv. Delivery period shall be extended without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.

- 6. The provision of RTPP Act, 2012 & 2013 rules, sub- rules here to shall be applicable into to along with all the bid conditions.
- 7. The RTPP Act, 2012 & 2013 can be viewed on <http://www.finance.rajasthan.gov.in> and on state procurement portal.
- 8. The Agreement shall be in force for 300 Days starting from 02.02.2018.
- 9. In case of any dispute/controversy require juridical action then the jurisdiction at Jaipur Metro Politian Court shall be applicable.
- 10. RTPP Act, 2012 rule 7(2) (b) the bidder have fulfilled his obligation to pay such of the taxes payable to the central Government or the State Government or any local authority as may be specified in the bidding documents, pre-qualification documents or bidder registration documents.

11. Penalties

The scanned/digitized images shall be verified by the designated Nodal Officer of the concerned SIPF District Unit. The scanned images shall be compared with reference to the original document. Theselected bidder may be penalized based on the evaluation of the accuracy of digitized data –

a) Data Accuracy.

Scanning and digitization of records/documents

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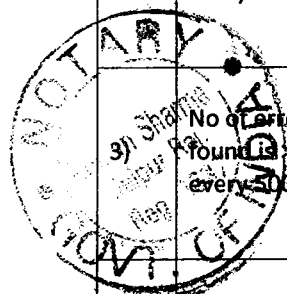
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Sr. No	Service Criteria	Penalty
1)	No of erroneous records found is 5% of every 5000 pages	No penalty shall be imposed. The selected bidder shall re-scan all the erroneous documents with no extra payment
2)	No of erroneous records found is > 5% <= 10% of every 5000 pages	The selected bidder shall re-scan all the erroneous documents with no extra Payment. 2% of cost of that particular batch (5000 pages) will be deducted from the Payment of that batch.
3)	No of erroneous records found is > 10% <= 15% of every 5000 pages	The selected bidder shall re-scan all the erroneous documents with no extra Payment. 5 % of cost of that particular batch (5000 pages) will be deducted from the Payment of that batch.
4)	No of erroneous records found is > 15% of every 5000 pages	The selected bidder shall re-scan all the erroneous documents with no extra Payment. 10% of cost of that particular batch (5000 pages) will be deducted from The payment of that batch.



Note:

- Accuracy of less than 85% for three consecutive batches(2000 pages) will be considered as the Breach of the Contract and may lead to termination the contract as mentioned in the "Termination of contract" section.

12. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

13. SLA (Service Level Agreement)-

- a) Purpose & Duration of SLA: The SLA purpose is to enforce a contract between the bidder and purchaser. The SLA would come into effect from the date of commissioning and until the successful completion of the operations & maintenance period of the contract period.
- b) Dependencies: the dependencies on the performance of services beyond the control of either party or due to the reasons attributable to SIPF or third parties, the selected bidder would not be penalized.

If the selected bidder fails to deliver the required services due to reasons attributable to it like non-functioning of the system, non-accessibility of the application, non-availability of the technical personnel/ manpower, etc. the cumulative penalty, as applicable, would be imposed as mentioned below while processing the payment for respective milestone.

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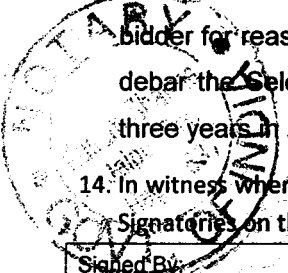
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c) The maximum total penalty in any quarter (excluding non-availability of deployed manpower/ resources/ personnel) shall not be more than 20% of the total amount due for the quarter. Imposition of penalties amounting to 20% of the quarterly contract value for a continuous period of 2 quarters shall be treated as non-performance and beyond which the tendering authority may initiate action as per RFP terms and condition for breach of SLA if not satisfied with the response given by the selected bidder for reasons thereof. The tendering authority may also forfeit the PSD and also debar the Selected Bidder from bidding (for all types and form of bids) for at least three years in SIPP.

14. In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this 16th day of February, 2018.



<p>Signed By:</p> <p><i>Sunita Joshi</i> 16/02/2018</p> <p>(Sunita Joshi) Designation:., Whole Time Director Company: JIL INFORMATION TECHNOLOGY LTD</p>	<p>Signed By:</p> <p><i>B.L. Mehra</i> 16/02/18</p> <p>(B.L. Mehra), IAS Director, SI&PF</p>
<p>Identified By</p> <p>In the presence of:</p> <p><i>Rahul Agarwal</i></p> <p>(Rahul Agarwal) Designation: Sales Consultant Company: JIL Information Technology Ltd</p>	<p>Identified By</p> <p>In the presence of:</p> <p><i>Amit Johari</i> 16/02/18</p> <p>(Amit Johari) Designation: Additional Director, Digitization SI&PF Department , Govt. of Rajasthan</p>
<p><i>Anup Barua</i> 16/02/2018</p> <p>(Anup Barua) Designation: Consultant Company: JIL Information Technology Ltd.</p>	<p><i>Yogmitra Dinkar</i> 16/02/2018</p> <p>(Yogmitra Dinkar) Designation: Joint Director, GAD SI&PF Department , Govt. of Rajasthan</p>

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