

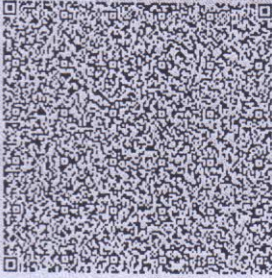


सत्यमेव जयते

INDIA NON JUDICIAL
Government of Jharkhand

e-Stamp

Certificate No. : IN-JH07450649121320P
Certificate Issued Date : 20-Oct-2017 11:53 AM
Account Reference : NONACC (FI)/ jhdopjc07/ RANCHI/ JH-RNC
Unique Doc. Reference : SUBIN-JHJHDOPJC0710688051928240P
Purchased by : MICA EDUCATIONAL COPANY PVT LTD RANCHI
Description of Document : Article 5 Agreement or memorandum of an Agreement
Property Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : INFORMATION AND PUBLIC RELATIONS DEPT RANCHI
Second Party : MICA EDUCATIONAL COPANY PVT LTD RANCHI
Stamp Duty Paid By : MICA EDUCATIONAL COPANY PVT LTD RANCHI
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



.....Please write or type below this line.....

Contract/SLA for to conduct services for Mukhyamantri Jan Samvad Kendra, Jharkhand

This Service level agreement is made on the Date: 23rd October 2017, between **Information & Public Relations Department, Government of Jharkhand**, having its Office at Suchna Bhawan, Meyer's Road, Ranchi represented through its Director, who is duly authorized by GOJ to execute this agreement hereinafter referred to as "First Party",

AND

M/s MICA Educational Comp. Pvt. Ltd. represented through its director, having its office at Main Road, Opp Ranchi Club, Ranchi, Jharkhand, hereinafter referred to as "Second Party"

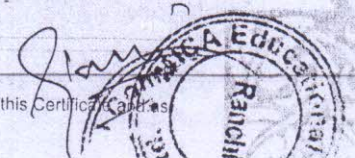
Director

Information & Public Relations Department
Jharkhand, Ranchi

UP 0002878212



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



INDIA NON JUDICIAL
GOVERNMENT OF MADHARAJAPUR

of Madharajapur

 **Warning** 

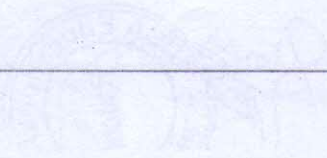
"The contents of this certificate can be verified and authenticated world-wide by any members of the public at www.shcilestamp.com or at any Authorised collection center address displayed at www.shcilestamp.com free of cost."

"Any alteration to this certificate renders it invalid. Use of an altered certificate without all the security features could constitute a criminal offence."

"This document contains security features like coloured background with Lacey Geometric Flexible patterns and Subtle Logo images, Complex ornamental design borders, Anti - copy text, the appearance of micro printing, artificial watermarks and other Overt and Covert features."



5488788000 115



197

(the expressions shall unless repugnant to the context or meaning thereof include its successors and assignees)

This MOU will be effective from 1st November 2017 onwards.

The purpose of Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the 2nd Party to Information & Public Relations Department for the duration of the contract/SLA against the stated scope of work.

PREAMBLE

The Information & Public Relations Department, Govt. of Jharkhand is playing a significant role in communicating about activities and schemes of the State Government to all the sections of the society. The Department looks forward to establish a two-way communication bridge between the Government and people, and wish to effectively transmit information of Governments welfare schemes and programmes to people and at the same time looks forward to communicate the common man's feedback to the Government.

The department has been bestowed upon the responsibility within the scope of its functions of taking measures that instills in the people the feeling that the government they have chosen is accessible, approachable, within **reach** and not far away/removed from them.

Effective communication and grievance redressal is the key to the successful delivery of Government project and services. It plays an important role in helping all stakeholders to understand their roles and responsibilities in governance and society.

Grievance Redressal Mechanism is an important machinery of any administration. No administration can claim to be accountable, responsive and user-friendly unless it has established an efficient and effective grievance redressal mechanism. The grievance redressal mechanism of an organization is the gauge to measure its efficiency and effectiveness as it provides important feedback on the working of the administration.

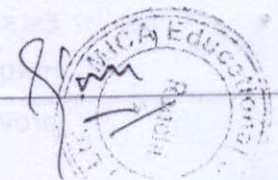
To meet the objectives of grievance redressal , communication & feedback, the Jharkhand Government launched a Grievance Redressal cum Public Communication Service with applying digital and communication technology in the form of "**JAN SAMVAD KENDRA**".

PROJECT OBJECTIVES

The Govt. of Jharkhand looks forward to a paradigm shift in governance where the citizen is in the center and his genuine grievances are heard and redressed and the citizens are consulted at stages of formulation and implementation of public policy. To achieve this objective, Mukhyamantri Jan Samvad Kendra has been established, which is capable, innovative, impartial and forward looking and whose chief office is located in the Suchana Bhawan, Meyer's Road, Ranchi and will be present in the state of Jharkhand through a network at district headquarters for effective, transparent and speedy redress of the grievances of the citizens at various levels of the Government throughout the State including direct interaction with the Chief Minister as the situation may demand.

Director
Information & Public Relations Department
Jharkhand, Ranchi

[Handwritten Signature]
23/11/17



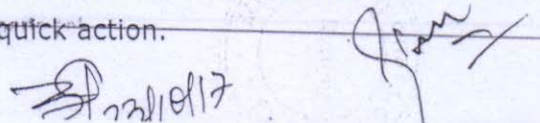
96
Information & Public Relations Department, Government of Jharkhand, intended to appoint Consultants cum service provider or agency to run Jan Samvad Kendra, at Suchna Bhawan Ranchi and help to establish a two way communication center of the state between the citizens and CM/Govt and enable/help the citizens of Jharkhand to register their grievances and get them redressed. It would help the Govt to bring awareness among the citizens about different welfare schemes and will also help to identify problems/scope of development in different areas of Jharkhand through analysis of collected & entered data of public grievances/suggestions through an application/ software and produce data for formulation of strategies for future administration.

For the better fulfillment of the above objectives the First Party has selected the 2nd Party as a successful bidder through the RFP as floated by itself on 25th April 2017 and has entered in to an agreement with the same i.e. the Second Party to provide consultancy services to run Mukhyamantri Jan Samvad Kendra and work for noting & identification of problems, scope of better administration in different areas of Jharkhand through calls/ online application and development of **software based** data entry, generating of different reports, installations of machines, awareness programmes to make the stakeholders aware of the policies and schemes and designing content.

To meet the objectives of Mukhyamantri Jan Samvad Kendra, both the parties mentioned above have entered into an agreement on the following terms and conditions:

1). The 2nd Party has to create an information hub by establishing infrastructure by installation of Computers/hardware, networking, developing of online application software, managing complete affairs, generating reports, and by deputing manpower to accomplish the following (with the help of machine, installation, software application and manpower that is mentioned below under the **scope of work**:

- (a) Register complains/suggestions that are received from the citizens of Jharkhand through different modes including: Inbound & outbound calls, Online complain registration through web portal (cmjansamvad.jharkhand.gov.in), through Mobile app, by Post, by Hand, sent by CM Secretariat, sent by Governor Office, as received from its Social Media a/c.
- (b) Inform online to Coordinate administration to solve public grievances at State, district, block, panchayat and department levels, to strengthen good governance.
- (c) Monitor the quality of grievance redressal and to identify performance of officers and help for Speedy and effective solution of grievances as per the data of grievances and compliances received in its application.
- (d) Aware the people of government welfare schemes, on enquiry calls, outbound calls and training workshops as & when directed by CMO/IPRD.
- (e) Establish an 'emergency communication system' to receive calls/complains of urgent nature (24x7) and forward to concerned department/authority (as per the list as provided by the 1st Party) or to its call centre for quick action.



- 195
- (f) Analyze the nature of problems prevailing in the state of Jharkhand on the basis of complains/suggestion as registered in Mukhyamantri Jan Samvad Kendra.
- (g) That The 2nd Party will Coordinate in making necessary arrangements for the Weekly Review meeting and Seedhi-Baat and the deputed person of the 2nd Party will also assist in preparation of press releases, write-ups, articles, for publication in print media in consultation with the Director, Information & Public Relations Department, or as and when instructed by the Competent Authority to do so during the normal timings of work.
- (h) Coordinate PRD (through its mentioned manpower) in doing perception survey and also help IPRD & CM social media management for Branding of Govt issues as required and directed by the 1st Party from time to time.
- (i) Attend, listen, update status of registered grievances with complainant and also deal with the complainant face to face as and when required during normal timings at PRD.
- (j) Support/create a cell for writing and coordinating for publication of Mukhyamantri Jan Samvad Kendra and cover for news briefings of reviews and press conference at IPRD and also for photographs relevant to MJSK Weekly Review and other programs, as directed by IPRD.
- (k) To present data of complain and its redressal in tabular or graphical format every month and generate analytical reports that shows problems in different areas geographically and department wise and within specified range of dates.
- (l) **Hardware & Machinery** :That the 2nd Party will Install computers, operating system and necessary hardware (including server) at its own cost , way and style, for Mukhyamantri Jan Samvad Kendra as mentioned:

Sl. No.	Particulars (Desired/ Specification or equivalent or above)	Qty
i.	COMPUTERS with Minimum Intel Core i3 /or i5 processor/4GB RAM/1 TB HDD/18.5" TFT/ Keyboard/Mouse/Lan Port/3 USB Slots Pre Installed licensed O.S./Windows Server CAL software/ Antivirus Software with	54
	(a) Pre Installed licensed Software like Corel Draw Graphic Suite X5 Ver. 15/Photoshop CS6 Version/ Acrobat 7.0 Professional/ MS-Office 2010 in (01) one Computer System	01
	(b) Pre Installed licensed Software like Acrobat 7.0 Professional/ MS-Office 2010 in (02) two Computer System	02
	(c) Pre Installed licensed Software like Corel Draw Graphic Suite X5 Ver. 15/Photoshop CS6 Version/In-	

Director
Information & Public Relations Department
Jharkhand

22/10/17

	design/Illustrator/MS-Office 2010 in (01) one Computer System	01
ii.	<p>SERVER COMPUTER for running the MJSK application with following minimum specifications</p> <p>Xeon Processor based E5 processor rack server/64GB DDR4 RAM/Open Bay 8 SFF (2.5 inch) Hot Plug Drive/12GB 2 ports Int Smart HBA/SATA 9.5 JB Optical Drive/2 x 900W AC 240V DC Power Module/Ethernet 1GB - 2 Port 361i Adapter</p> <p>Pre Installed Windows Server/SQL Server/Antivirus</p>	01
iii.	<p>SERVER/BACKUP COMPUTER</p> <p>for databackup up keeping with following minimum specifications</p> <p>Xeon Processor based server/16GB RAM/1 TB non Hot Plug HDD/DVD ROM/SATA RAID Controller/1x350 Watts Non Hot Plug/1 Port Ethernet Server Adapter(X1)</p> <p>Pre Installed Windows Server/SQL Server/Antivirus</p>	01
iv.	<p>TAB (matching mentioned specification/capacity) or equivalent handy Laptop (for Training/Video conference purpose)</p> <p>Core i3/i5 processor/4 GB RAM/1TB HDD/2 USB Port/1 HDMI Port/DVD Writer/15.6 " Display</p> <p>Pre Installed Windows /MS-Office 2010/Antivirus</p>	02
v.	<p>Digital Projector (Training/Conference purpose)</p> <p>3200 Ansi Lumens/DLP Technology/4:3 image aspect ratio/ 800*600 resolution/Brightness > 2500 Lumens/Wall Mountable</p>	01
vi.	Ear Phones for tele callers	100
vii.	<p>Laser Printer B&W (A4 size)</p> <p>12 Page PPM/600*600 dpi</p>	02
viii.	<p>MFP Color (A3 size) Printer</p> <p>600x600 dpi/2GB Memory/Output Speed-60 PPM/25%-400% Zoom/SD Slot/USB Slot/Ethernet 10 base-T/100 base-TX/ 1200 dpi scanning resolution/Paper Handling-A3/A4/A5/A6/ B4/B5/B6, Paper Input capacity 500x2 tray, 100x1 Bypass tray or above</p>	01
ix.	Networking of all the above mentioned systems with required number of switches/CAT-6 Cables/IO Boxes.	Between all computers as mentioned above inside the premises of PRD

Director
Information & Public Relations Department
Jharkhand, Ranchi

[Handwritten signature]
23/10/17

x.	Laptop (for Operator cum Allocator) Core i3 processor/4 GB RAM/1TB HDD/2 USB Port/1 HDMI Port/DVD Writer/15.6 " Display/Pre Installed OS	60
xi.	On Line UPS (15 KVA, with required battery for 45 minutes Backup) Input Volt : 240V DC (Three Phase In-One Phase Out), Pure Sine Wave, Audible Warning for Battery Back-up Ending and Overload, LED Display for UPS ON; Battery High/Low; Overload; Output Volt High/Low; Mains High/Low; Charging On, Manual Bypass	For 50 Computers sets as mentioned above
xii.	CCTV setup with DVR and unit for recording of Jan Samvad unit activities at Suchna Bhawan	24 Cameras and relevant DVR

- (m) MAINTENANCE: That the 2nd Party shall provide free maintenance including the cost of hardware parts (if any) to maintain the status quo of the above mentioned configuration of the above systems, that should be kept in proper running condition.
- (n) APPLICATION SOFTWARE : That the 2nd Party shall Develop Online Application software to meet the objectives of the project, which shall provide interface and required reports, excluding the features of call bound software , but be able to

- . Cover activities under Mukhyamanktri Jan Samvad Kendra, like grievance registration from different sources and integrate the complains received through samvad centre, web based portal, from mails, onlines, Janta darbar, etc and do online forwarding to related district/department nodal officer(s).
- . Maintain hierarchy of data flow among officers, generating reminders, doing data management of online disposal, creating users at admin/nodal officer level.
- . Doing analysis of problems with respect to geographical location, departments.
- . Doing analysis as per given category of registered grievance.
- . Follow up and send reminder to concerned district/department nodal officer(s).
- . Displaying information for Feedback calling to complainant against action taken report send by concerned district/department nodal officer(s).
- . Interface for Shortlisting/selection of grievances for weekly review/Seedhi Baat.

- (o) That the 2nd Party shall provide maintenance to the above software and also develop small modules in the developed application to meet the requirement of new types of possible reports as may be required or demanded by CMO/IPRD till the agreement remains good.
- (p) **Deputation** : That the 2nd Party will have to depute the following manpower essentially with relevant minimum qualification as mentioned and as required at any point of time to meet the objectives of project, though the preference should be given to candidate

with experience in required nature of work.

Sl. No.	Particulars	Minimum Qualification or Equivalent	Number
i.	Tele-Callers (Samvad Experts)	<ul style="list-style-type: none"> • Inter or equivalent • Six months certificate course in Computer 	24
ii.	Tele-Callers (Samvad Experts for odd shifts (24*7) to meet emergency communication system (in odd hours)	<ul style="list-style-type: none"> • Inter or equivalent • Six months certificate course in Computer 	06
iii.	Allocators Experts (for allocations of issues in different field)	<ul style="list-style-type: none"> • A Graduate having degree or diploma in Mass Communication or Journalism or Public Administration. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • Any Graduate having at least two (2) years of experience in the relevant field of work related to Mass Communication/ Public Administration/ Journalism 	06
iv.	Compliance Experts (for compliance and feedback from complainants)	<ul style="list-style-type: none"> • A Graduate having degree or diploma in Mass Communication or Journalism or Public Administration <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • Any Graduate having at least two (2) years experience in the relevant field of work related to Mass Communication/ Public administration/Journalism 	08
v.	Follow up Experts (from officers)	<ul style="list-style-type: none"> • A Graduate having degree or diploma in Mass Communication or Journalism or Public Administration <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • Any Graduate having at least two (2) years experience in the relevant field of work related to Mass Communication/ Public Administration /Journalism 	06
vi.	Trainers (for training local representative about welfare schemes and update the enquiring citizens, Nodal Officers about JSK) as and when required	<ul style="list-style-type: none"> • Post Graduate or Graduate with minimum three (3) years training experience in any trade having idea of government schemes or development sector and willing to travel to various districts of Jharkhand 	02
vii.	Information Analyst	<ul style="list-style-type: none"> • Postgraduate Diploma/ Degree in Public Administration, Mass Communication, Journalism, Management <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • Post Graduate with two (2) years of experience in Public Administration or related arena. 	01
viii.	Data and News Analyst (for analyzing issues and grievances)	<ul style="list-style-type: none"> • Any Post Graduate/BCA/B. Tech with experience or exposure in any work related to Mass Communication/Public Administration/Journalism 	01
ix.	Administrator and Supervisor	<ul style="list-style-type: none"> • Graduate with Five (5) years of work experience of Managing or administrative affairs 	03

x.	Project Manager	<ul style="list-style-type: none"> Post-Graduate/MBA/Public Administration /Mass Communication degree in with ten (10) years of work experience in successful handling of one or more projects as Team Leader, has Basic knowledge of some Government scheme and/or development sector, Must have leadership abilities 	01	191
xi.	Translators	<ul style="list-style-type: none"> Any Graduate with relevant skill in language Preference : Bengali to Hindi and English & Hindi / vice versa 	02	
xii.	Graphic Designer/DTP for IEC Material (Design/Develop contents for social media, newspaper, Flex/Hoardings, Pamphlets, Posters, Leaflets, Diary Design, cover page, calendar etc as guided by the Department.)	<ul style="list-style-type: none"> Degree or Diploma in Animation/Graphics Designing and or knowledge on DTP packages like Corel draw, In-design, Photoshop, etc <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> Any Graduate having relevant work experience in the field of animation/graphics designing and designing for at least 1 Year 	01	
xiii.	Receptionist and PRO (to meet complainants)	<ul style="list-style-type: none"> Receptionist: <ul style="list-style-type: none"> (i) Inter or equivalent (ii) Presentable with good communication skills PRO <ul style="list-style-type: none"> (i) Graduate with experience in Public dealing and having excellent communication skills <p style="text-align: center;">OR</p> <p style="text-align: center;">A P.G. with Mass Communication/ Public Administration/MBA (P)</p> 	03	
xiv.	Content writer (for IEC Material and MJSK affairs)	<ul style="list-style-type: none"> Masters in Hindi (for hindi contents) or English (for English contents) <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> Bachelors with relevant diploma in journalism <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> Two years experience in Media/ Publication house 	02	

Director
Information & Public Relations Department
Jharkhand, Ranchi



xv.	Social Media Experts	<ul style="list-style-type: none"> Degree or Diploma in Animation <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> B. Tech/BCA <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> Any graduate with two (2) years experience in handling social media cell but with proper language writing expertise 	02
xvi.	Photographer & Videographer	<ul style="list-style-type: none"> Inter pass having two (2) years experience in live photography <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> Any professional course in Videography/ Photography 	02
xvii.	Computer Operator (Hard copy scanning and others)	<ul style="list-style-type: none"> Inter pass Certificate course In Computer 	02
xviii.	Coordinator cum Allocator with Nodal Officers (for 24 districts, 31 district, 5 commissionaires)	<ul style="list-style-type: none"> MBA /BBA <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> Any graduate having relevant work experience in the field of Media/ Journalism/Public administration 	60

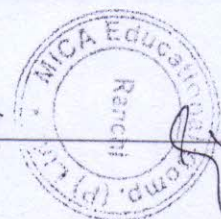
(q) That it will be the responsibility of the 2nd Party to pay and look after the complete administration, deputation and HR issues of the manpower as recruited or deputed by it as it will have to provide and depute the manpower as and when required at any point of time to meet the objectives of project.

(r) **Networking :** That the 2nd Party shall do networking among the above systems as per the scope of work, at its own cost and will also look after its maintenance or for meeting the mentioned scope of work. The accessories/gadgets /hardware devices for networking will be provided by the 2nd party itself.

2). IMPLEMENTATION

That the 2nd Party will plan and submit the modus operandi for effective implementation of objectives of MJSK as it is expected to draft and present a blue print of detailed execution plan and submit with the Secretary or Director of IPRD, where as 1st Party shall suggest changes or modification within a week if any, and the 2nd Party shall discuss and incorporate the changes in such plan as required.

Director
Information & Public Relations Department
Jharkhand, Ranchi



3). EXTRA ASSIGNMENT

That is agreed, in case, if there is need for adding new assignment or deputing extra personnel and/or hardware or if there is a need for extending the scope of work other than what is mentioned in this SLA/Contract, the 2nd Party will have to depute such manpower or establish the required setup. In such case, the payment for such extra job will be fixed proportionally that will include the cost of man power, machine and the application software to the amount that is agreed in this contract. Such cases may also arise if there is a need from IPRD or from the other Govt. departments of Jharkhand, but (if it has to be executed at PRD premises), then for each such assignment it will have to be approved from the authority of IPRD, though its payment will be at the onus of IPRD or the concerned department of Government of Jharkhand that is agreed upon before the implementation of such project.

4). PERIOD AND EXTENSION

- a) That it is agreed between the two parties that, this SLA/Contract is valid for a period of four (4) years with effect from the date of agreement/beginning, but after completion of work two years review of work will be done by the department and if found satisfactory then only extension of work will be done, for the next two years.
- b) After a period of four years & payment of fees of said period, all Installation (machine) and application software and data will become the property of the 1st Party. But the 1st Party shall not be liable to appoint people as recruited by the 2nd Party for the said project.
- c) The First Party reserves the right to extend the term of SLS/Contract for a period of another one (1) year on satisfactory performance & on consent of the 2nd Party and on such term and conditions as may be mutually agreed by both the parties.

5). REPORTING

That the 2nd Party is expected to provide the Competent Authority with the quarterly reports (of each month) along with the invoice, on the activities under taken; in order to achieve the objectives stated above. The competent authority shall evaluate the performance of the 2nd Party based on the quality of the services rendered which shall generally be received on the basis of mentioned Reports:

- *The deputation of manpower.*
- *Details of hardware or Machine as installed*
- *No of complains registered from different sources*
- *Number of compliances done*
- *Number of Enquiry calls*
- *Matters considered for weekly reviews*
- *Recording of weekly reviews.*
- *Progress as per data of district / department.*

Director
Information & Public Relations Department
Jharkhand, Ranchi

[Handwritten Signature]
23/10/17



6). CONTRACT VALUE & TERMS OF PAYMENT & TRANSFER OF INSTALLATIONS

- a) That the 1st Party will pay the 2nd Party for all its services mentioned in scope of agreement including, deputation, installation and development, (as per the mentioned amount in financial bid) the amount of Rs 13743000/- (one crore thirty seven lac forty three thousand) per quarter (taxes extra as levied). till the agreement remains good.
- b) That the mentioned amount will be increased by @ 5% after every year (12 months from beginning date of this MOU).
- c) That the payment will be made in phase manner which will be as follows:-

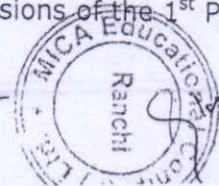
Period	Agreed Payment without tax
First Quarter	13743000/-
Second Quarter	13743000/-
Third Quarter	13743000/-
Fourth Quarter	13743000/-

- d) That the Payment to the 2nd Party will be made immediately after completion of the mentioned period of each quarter in favor of MICA Educational Co. (p) Ltd. /Samvad n Samadhan (unit of MICA Educational Co (P) Ltd.), through RTGS/NEFT or Demand Draft, after deduction of TDS, on PAN number AAECM2479E.
- e) In case of extra assignment or extra expenses, the 2nd Party shall present the bills of such expenses/deputation it incurred separately. The reimbursements of such bills shall be made by the Information & Public Relations Department, or the concerned department of Government of Jharkhand. In case of extra assignment /deputation/expenses that are beyond the mentioned scope of work.

7). GENERAL TERMS AND CONDITIONS

- (a) **APPLICABLE LAW :** The contracts shall be interpreted in accordance with the laws of the Union of India and that of State of Jharkhand.
- (b) **APPLICATION :** These general conditions shall apply to the extent that provisions in other parts in this contract do not supersede them. For interpretation of any clause in the Contract Agreement, the interpretation of the Principal Secretary shall be final and binding on the 2nd Party.
- (c) Any other causes not specifically mentioned in this agreement but were part of the terms and conditions of the RFP **Ref. No. 161497 dated 25th April 2017**, shall be ipso facto applicable to this SLA/MOU and work orders to be placed thereafter.
- (d) Both the Parties agree that the scope and other terms of this agreement may be subjected to change so as to synchronize them with any future decisions of the 1st Party regulating such terms and conditions.

Director
Information & Public Relations Department
Jharkhand, Ranchi



- (e) Neither the 1st Party nor the 2nd Party nor their personnel shall, either during the term or after expiration of this Agreement, disclose any proprietary or confidential information relating to the services, Agreement or the business or operations without the prior written consent.
- (f) **NOTICE :** Any notice, request of consent required or permission to be given or made pursuant to this contract shall be in writing and/or through mails.

8). RELATIONSHIP BETWEEN PARTIES

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent between the 'the competent Authority' i.e. the highest body of the 1st party and the 'consultant/service provider' i.e. the 2nd Party has complete charge of personnel performing the services from time to time. The 2nd Party shall be fully responsible for the service for the services performed by it at all times. The 1st Party shall take initiative to resolve issues which may arise while running the project that falls under its obligation or premises.

Though any complaints notified by the competent authority to the 2nd Party shall have to be replied to in written along with the suggested course of action to be taken in order to resolve the complaint by the 2nd Party within 30 days of the complaint being notified.

The suggested course of action by the 2nd Party shall then be reviewed by the Competent Authority and the final modifications (if in practical perspective) shall have to be implemented in a manner and time frame suggested by the Competent Authority.

9). RESOLUTION OF DISPUTES

- (a) The parties agree to resolve any disputes arising under this Agreement amicably.
- (b) In case of any dispute over interpretation of any clause of this agreement the decision of Principal Secretary/Secretary, Department of Information and Public Relations, Government of Jharkhand shall be final and binding upon both parties.
- (c) Any dispute and / or differences arising under this agreement which remain un- resolved amicably between parties shall be referred to arbitration of Sole Arbitrator to be appointed by parties. The provision of Arbitration and Conciliation Act 1996 shall govern arbitration proceedings.
- (d) Courts in Ranchi shall have exclusive jurisdiction to decide any dispute/claim/difference arising under this agreement.

10). STANDARD OF PERFORMANCE

The 2nd Party shall provide services and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The 2nd Party shall always act in respect of any matter relating to this contract as faithful to the Competent Authority and abide by all the provisions/Acts/Rules etc. of Government processes prevalent in the country.

Director
Information & Public Relations Department
Jharkhand, Ranchi



The Competent Authority shall evaluate the performance of the 2nd Party based on the quarterly reports of the quality of the service rendered. On dissatisfaction, it will duly intimate to the 2nd Party, and the 2nd Party will take appropriate measures to rectify the issues within 30 days of mailed intimation.

11). DELIVERY AND DATA

- (a) That the Parties under contract shall not, without the prior written consent, disclose about the sensitive contents of the contract, or any provision thereof, or any specification, plan, pattern, sample or information to the persons employed in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of delivering such performance.
- (b) The 2nd Party shall not, without the competent Authority's prior written consent, make use of any document or information except for purposes of performing the Contract.
- (c) In case of the termination of the contact, all the data collected by the 2nd Party till the day of lapse of agreement or termination under this contract shall become property of the Information & Public Relations Department, Government of Jharkhand.
- (d) The 2nd Party shall maintain confidentiality of the data provided it or data generated while providing services. Under no circumstances the 2nd Party will divulge/reveal/share such data for the purpose other than for meeting the Authority's requirements or as directed by the competent authority

12). SUSPENSION

- (a) In case of significant deficiencies in services by the 2nd Party causing adverse effect on the functioning or reputation of the 1st Party, In case of violations/deviations from the conditions in the agreement, guidelines and norms or if the 2nd Party fails to perform any of its obligations, the 1st Party can initiate any of the following penal action against the 2nd Party:

- Issue warnings for minor deficiencies
- Impose a penalty

The competent Authority may, in written notice to the 2nd Party, suspend all payments to it hereunder if the 2nd Party fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension,

- Shall specify the nature of failure.
- Shall ~~request~~ ^{direct} the 2nd Party for a remedy of such failure within a period not exceeding thirty (30) days after the receipt of such notice of failure by the 2nd Party.

Director
Information & Public Relations Department
Jharkhand, Ranchi



13). TERMINATION

Under the Contract, the 1st Party or the 2nd Party may cease to abide by this SLA/Contract, by giving a three month advance written notice on valid grounds.

- (a) The 1st Party can send such notice (after non adherence of suspension) in the following ways/basis:
- The Competent Authority by written notice sent to the 2nd Party, may terminate the Contract, in whole or in part, due to non performance (after suspension period as mentioned in point 10) of the 2nd Party as per the terms and conditions as mentioned in this agreement. The notice of termination shall specify that termination is for the Competent Authority's convenience, the extent to which performance of the 2nd Party under the SLA/Contract is terminated, and the date upon which such termination becomes effective. The 2nd Party will be paid for all the pending invoices raised/to be raised till the date of termination of services as per the notice.
 - The Competent Authority may at any time terminate the SLA/Contract by giving a written notice to the 2nd Party, if the 2nd Party becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the 2nd Party, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Competent Authority.
- (b) The 2nd Party may cease to provide services on valid grounds only or due to non receipt of payment (for more than two months after the due quarter dates) as mentioned in this agreement, by giving three months notice.

14). FORCE MAJEURE

- (a) Act of God means the event that is unforeseeable, beyond the control of either party and not involving the parties' willful fault or negligence. Such events may include: acts of the Government/Government of India either in its sovereign or its contractual capacity, war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine, restrictions, freight, embargoes, radioactivity, earthquakes.

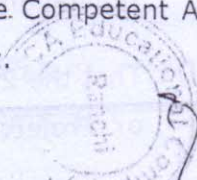
Neither parties shall be liable if the delay in the discharge of its obligations under this agreement is the result of an event of Force Majeure.

Notwithstanding anything contained in the terms of reference, the 2nd Party shall not be liable for liquidate damages of termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of event of force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the 2nd Party and not involving the 2nd Party's fault or negligence and which was not foreseeable. Such event may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the Competent Authority regarding Force Majeure shall be final and binding on the 2nd Party.

Director
Information & Public Relations Department
Jharkhand, Ranchi

23/10/17



Signature

If a Force Majeure situation arises, the 2nd Party shall promptly notify the Competent Authority in writing, of such conditions and the cause there of Unless otherwise directed by the Competent Authority in writing, the 2nd Party shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.

(b) **PAYMENTS IN CASE OF FORCE MAJEURE**

During the period of its inability to provide services as a result of an event of force Majeure, the 2nd Party shall be entitled to continue to be paid under the terms of this contract, as well as to be reimbursed for costs/additional costs reasonably and necessarily incurred by it during such period and for the purpose of the services and in reactivating the service after the end of such period.

15. ROLES AND RESPONSIBILITY

(a) **Responsibilities of the consultant viz 2nd Party**

- (i) That the 2nd Party shall prepare the blue print of working or modus operandi to run Mukhyamantri Jan Samvad Kendra, & will submit the same with IPRD and it will work under guidance of Secretary IPRD/ CMO, for the execution of the project.
- (ii) That the 2nd Party will arrange and setup IT Infrastructure – PCs, Servers, Network Equipment, operating Software, Printers, Firewalls and Software or other required equipments with for the uninterrupted, optimal running of the project.
- (iii) That the 2nd Party shall install online UPS with required batteries, and connect its local server, computers, DVR of CCTV, and some lights for proper power backup support.
- (iv) That the 2nd Party shall take initiatives to visit State Data Centre/JAP I.T as and when required for installation and maintenance of its Server purpose.
- (v) That the 2nd Party shall take data backup of MJSK data, at regular intervals in secondary Storage Devices and submit the data in every quarter.
- (vi) That the 2nd Party shall take and present prints for presenting reports to CM, Principal Secretary (IPRD), and for nodal officer of Jan Samvad Kendra as and when demanded.
- (vii) That it will be the responsibility of the 2nd Party to arrange data, contents and other materials if the Govt so demands for bidding award for the said project at the national level, though its logistics will be at the onus of the IPRD.

(viii) That the 2nd Party will not solve grievance by itself but shall act as consultancy or Project management team for IPRD and coordinate with all offices Nagaland.

23/10/17
MCA Education
Public Relations Department
Jharkhand, India

Officer and action taking staff on its behalf. It will not act as per the directives of officials of the other Govt department other than CMO/IPRD.

183

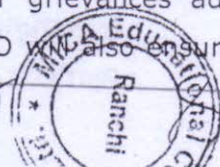
- (ix) That the 2nd Party will be available and provide trainings to Govt. Nodal officers to handle the MJSK application as and when instructed by the Secretary, IPRD.
- (x) That the 2nd Party can/will depute from its deputed people (including people from the team of as mentioned in MOU or from Allocator cum Coordinator) to meet other excessive load of MJSK or for other assignments of MJSK as needed by 2nd party/at other Govt. Dept. of Jharkhand for similar nature of work or for grievance handling, whenever instructed by the 1st Party with intimation.
- (xi) That the 2nd Party shall be liable to maintain the status quo of all the infrastructure/hardware setup as mentioned & as installed in the beginning of this contract for execution of the project as per the RFP till the agreement remains good.
- (xii) That the 2nd Party will operate on all working days (excluding Sunday, compulsory & gazette holidays) as a normal routine during normal working hours. Though a small unit of its team (at least of six persons distributed in three shifts) will work 24*7 (for receiving grievances of emergency nature throughout the year (except national holidays or days of utter calamities) or any day if waived off from the Director/Secretary, IPRD.
- (xiii) That it will be the responsibility of the 2nd Party to inform the officer in charge of IPRD, in case of failure or disruption of Telephone lines, net connectivity or electricity.
- (xiv) That the 2nd Party will respond to queries as and when demanded by the 1st Party in matters related to RTI of MJSK.

(b) **Responsibilities of the 1st Party viz. IPRD**

- (i) That it will be the responsibility of the 1st Party to correspond with other departments to appoint nodal officer's in each districts/departmental basis, who will provide information and respond on registered grievances and also respond and update the 1st Party in connection to MJSK services.
- (ii) That it will be the responsibility of the 1st Party to respond to matters as raised under RTI, for concerning matters related to MJSK.
- (iii) The participation, adoption and support of the participating departments are a critical success factor of the Project. Enabling the department officers and other field staff appropriately to access and update the information and status of grievances online on a real-time basis particularly for grievances addressed / serviced by them on a real-time basis. The IPRD/CMO will also ensure that the

Director
Information & Public Relations Department

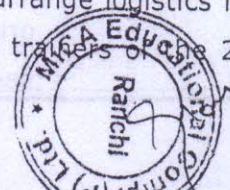
23/10/17



2
nodal officers of every department updates and inform/update the team of Jan Samvad, with different welfare schemes of their arena, once in every month.

- (iv) That the IPRD will provide the facility with respect to Telecom line/PRI /Telephone devices/call bound softwares and take remedial measures as and when needed in case of its problems and failures. IPRD will also pay for all levies that may be incurred for doing Software Audit of Jan Samvad application which will be done by 3rd party. (directly or through the 2nd Party).
- (v) That IPRD will provide the bulk SMS package that will be integrated with the MJSK online application, which will have to be sent to complainants/nodal officers from time to time.
- (vi) IPRD will make available the required furniture setup for execution of the project, including administrative chambers, UPS keeping, operation area for expert teams of various operation, internet facility/telephone/ and provide electric power supply for running the hardware devices as installed and for execution of the project and will also provide proper security for the installations as made by the 2nd Party.
- (vii) IPRD will make arrangements for basic amenities like proper office space for Jan Samvad Centre /Toilets/Parking place/ proper arrangements for light, air, /Dining areas for the staff members of the 2nd Party at its own cost and will make arrangements for drinking water and proper cleanliness and maintenance. IPRD will also provide electrical connections for connection & installation of machine or hardware setup as mentioned above.
- (viii) That it will be the responsibility of IPRD to make payment of telephone and internet recurring charges/ bills and shall provide/bear the day today expenses that will be incurred on stationary /cartridges that are consumed for all purpose for handling the MJSK project. IPRD will also provide Data Card with decent Internet connectivity speed to each of Coordinators (60) with the nodal officer and will also bear the recurring usage expenses of such data cards, if they are deputed for purpose of handling online application/data in the field.
- (ix) IPRD will instruct/correspond to respective department/body for making necessary arrangement for provision of Video Conferencing for reviews as and when required.
- (x) IPRD will coordinate for installation of Server at JAPIT /data centre and shall also coordinate with JAPIT during need for maintenance/backup services of server and shall bear with it as it may be kept shut down for that period, as and when required for smooth functioning of online application software of MJSK.
- (xi) That IPRD will provide schedules, list of trainees, topics and arrange logistics for training cum awareness program to be imparted by the two trainers of 2nd Party.

Director
Information & Public Relations Department
Jharkhand, Ranchi



- (v) That IPRD will coordinate and give written instructions/list for deputation of personnel of the 2nd Party who have to work with offices/nodal officer other than the ones who will be working from IPRD premises like (photographer, trainer, and coordinator cum allocator).

181

16. Tenor of Agreement

The Parties agree to be bound by the terms and conditions of this agreement in witness whereof they have signed it through their authorized representative on this Date: 23/10/17

On behalf of the Second Party

Sanyam Jaiswal
(Director)



MICA Educational Comp. (p) Ltd

Main Road,

Ranchi

Jharkhand

Contact No: 0651-6452703

Fax No. : 0651-2330432

Email: info@micaeduc.com

On behalf of the First Party

Director

Information & Public Relations Department
Jharkhand, Ranchi

Information & Public Relations Department

Government of Jharkhand

Suchna Bhawan, Ranchi

Jharkhand

Contact No:0651-2282458

Fax No. : 0651-2283675

Email:iprd123@gmail.com

WITNESS

23-10-17

1. (Mithlesh Kumar Singh)

WITNESS

23/10/17

1.