This agreement is made on the 02 December 2020 by and between:

Punjab State e-Governance Society, O/o Directorate of Governance Reforms, Plot No D-241, Industrial Area, Phase 8A, Sector 74, Near Quark City, Mohali, Punjab - 160071 (hereinafter referred to as "PSeGS" which expression unless repugnant to the context thereto shall include its successors, administrators, executors and assigns) of the FIRST PART

AND

Umlaut Private Limited, having its office at 5th Floor, Xylam, Plot No 4 & 4A, Dyaussandra Industrial Area, Mahadevpura Post, Bangalore, Karnataka- 560048 (hereinafter referred to as "Empanelled Service Provider" which expression unless repugnant to the context thereto shall include its heirs, successors, and assigns) of the SECOND PART.

"PSeGS" and "Empanelled Service Provider" shall hereinafter jointly be referred to as "Parties" and individually as a "Party".

Whereas

PSeGS has issued Letter of Intent (LoI) No: PSeGS/Soft_Dev/2020/1.5617 – dated 29 October 2020 to Empanelled Service Provider for providing Software

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at www.ekalstamp.com or using e-Stamp Mobile App of Sack Holding.
2. The one who checks the legitimacy & is the user of the stamp must.
3. In the case of any discrepancy not the Competent Authority.
Contract for empanelment of Service Providers for Software Development services
development and maintenance services and providing technical manpower as per
RFP No: PSeGS/Soft_Dev/2020/1 dated 25/9/2020 under the Group E

2) "Empanelled Service Provider" in pursuance to its proposal undertakes to provides
the required services as per the terms and conditions of this agreement

3) "Empanelled Service Provider" has submitted unconditional and irrevocable Fixed
Performance Bank Guarantee (PBG) No "022BG01203290001" dated 24/11/2020 for
an amount of Rs. 15 lakh only issued by YES Bank.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1) In this Agreement words and expressions shall have the same meanings assigned
to them as in the RFP No: PSeGS/Soft_Dev/2020/1 dated 25/9/2020.

2) The following documents shall be deemed to form and be read and construed as
part of this contract, viz:

2.a) RFP No: PSeGS/Soft_Dev/2020/1 dated 25/9/2020 issued by PSeGS for
"Empanelment of Service Providers for providing Software development services".

2.b) Pre-qualification, Technical and Financial bids submitted by "Empanelled
Service Provider" in response to the above-mentioned RFP

2.c) Letter of Intent (LoI) issued by PSeGS on 29-10-2020 to the "Empanelled
Service Provider"

Wherever there is a conflict with the above-mentioned documents, this
contract supersedes all such previous documents.

3) In consideration of the payments to be made to the "Empanelled Service Provider"
as per the terms and conditions of this agreement, the "Empanelled Service Provider" hereby covenants with PSeGS to provide services and to remedy defects therein in
conformity in all respects as per the provisions of the agreement.

Reference number PSeGS/Soft_Dev/2020/1
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1. Definitions
1.1.1 Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:

1.1.1.1 "DGRPG" means Department of Governance Reforms and Public Grievances, Punjab.

1.1.1.2 "PSeGS" means Punjab State e-Governance Society (which is the implementing agency of DGRPG). The contract is being signed through PSeGS.

1.1.1.3 "Client" refers to any organization of Government of Punjab which places a work order in reference to the contract.

1.1.1.4 "Software" may refer to Website, Mobile Application, Web Portal, Web Application, etc including front-end and back-end.

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1.1.1.5 “EMD” means “Earnest Money Deposit”.
1.1.1.6 “PBG” means “Performance Bank Guarantee”.
1.1.1.7 “Contract” refers to contract entered between PSeGS and the Empanelled Service Provider.
1.1.1.8 “SLA” refers to “Service Level Agreement”.
1.1.1.9 “CV” refers to “Curriculum Vitae”.
1.1.1.10 “ToR” refers to “Terms of Reference”.
1.1.1.11 “IPR” refers to “Intellectual Property Rights”.

2. Performance security

2.1.1 The performance security is divided into two types – fixed and variable.

2.1.2 Fixed Performance Security:

2.1.2.1 “Empanelled Service Provider” has submitted unconditional and irrevocable Performance Bank Guarantee (PBG) No “022BG01203290001” dated 24 November 2020 for an amount of Rs. 15,00,000 (Fifteen lakh rupees only) issued by YES Bank for getting empanelled under Group E.PBG valid till 23 May 2024.

2.1.3 Variable Performance Security:

2.1.3.1 Whenever a work order is issued by a Client, the concerned Empanelled Service Provider would be required to submit a PBG with the concerned Client for an amount of 10% of the value of each work order within 2 weeks of its issue date failing which penalty will be applicable as mentioned in this document.

2.1.3.2 This PBG shall remain valid for a period of 180 (one hundred eighty) days beyond the expiry of the work order. Whenever the work order is extended, Empanelled Service Provider will have to extend this PBG proportionately.

2.1.3.3 In case the concerned “Empanelled Service Provider” fails to submit this PBG within the time stipulated, in addition to penalty specified in this document, the Client at its discretion may cancel the work order for the “Empanelled Service Provider” without giving any notice and the Client may take further appropriate decision for issuing the work order to another Empanelled Service Provider. The penalties would be recovered from the EMD / Fixed Performance Security of the concerned “Empanelled Service Provider”. The Empanelled Service Provider would be required to replenish the Fixed Performance Security to the original amount. The contract of such Empanelled Service Provider may be terminated by PSeGS on repeated instances of default.

2.1.4 Whenever the contract or work order is extended, Empanelled Service Provider will have to extend both the PBGs proportionately.

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2.1.5 The Empanelled Service Provider will not be entitled for any interest on the PBG submitted.

2.1.6 PSeGS shall forfeit the PBG in full or in part in the following cases:

2.1.6.1 When the terms and conditions of contract are breached/inflicted.

2.1.6.2 When contract is being terminated due to non-performance of the Empanelled Service Provider.

2.1.6.3 The Clients incur any loss due to Empanelled Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions.

3. **Scope of Work**

3.1 **Introduction**

3.1.1 The broad scope of work is being outlined in this document. The Client may elaborate the Scope of work as per their requirement while floating ToR and inviting proposals from Empanelled Service Providers.

3.1.2 The Empanelled Service Provider may be either asked to perform software development / maintenance services or provide services of technical manpower for the same as per details below:

3.1.2.1 **Software Development and Maintenance Services**: The Empanelled Service Provider would be responsible for software development and maintenance services, the Scope of Work for which shall be floated separately in a ToR document among the Empanelled Service Providers.

3.1.2.2 **Providing services of technical manpower for Software Development and Maintenance**: The Empanelled Service Providers would be required to provide the services of technical manpower for Software Development and Maintenance at the man month rates which would be discovered after floating a ToR document among the Empanelled Service Providers. The technical manpower would be assigned various activities related to Software Development and Maintenance.

3.1.3 The SoW and the complete procedure to be followed beginning from empanelment is as under:

3.1.3.1 When a Client requires any of the service for which the Empanelled Service Providers have been empanelled, the Client shall form a committee to oversee the whole process of the project. A technical member from DGRPG will be part of the committee. The committee will prepare a ToR detailing their requirements and inviting proposals from Empanelled Service Providers (including financial quote for all services required by the Client). L1 criteria may be item wise or total cost wise, as detailed in the respective ToR.

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service providers may be required to provide rates of all items mentioned in the bid or they may be allowed to quote rates of only those items that they are willing to supply, as detailed in the respective ToR. It may be noted that the Client may choose any one or more services from the services for which the Empanelled Service Providers have been empanelled. The Client will float the ToR through limited tender option on eprocurement portal of Government of Punjab.

3.1.3.2 Interested Empanelled Service Providers will submit their proposal including financial bid.

3.1.3.3 Client will issue work order to the successful Empanelled Service Provider based on L1 criteria (Refer sample financial format shared in this document). The indicative terms and conditions regarding work orders shall be as under (Client may modify these in their ToR):

3.1.3.3.1 In case L1 "Empanelled Service Provider" denies or is unable to fulfill the requirement, the Client reserves the right to obtain the services from the next lowest "Empanelled Service Provider" at L1's rates. In this case if required, the L2 "Empanelled Service Provider" may be allowed to rearrange the rates of the services / manpower or offer an appropriate discount (in percentage), provided the total monthly / annual expenditure is same as that of L1 "Empanelled Service Provider".

3.1.3.3.2 Failure to provide services as per requirement by L1 "Empanelled Service Provider" shall be dealt as follows. In case of first instance of failure: EMD, Fixed PBG, Variable PBG (of all the work orders, if any) submitted by L1 "Empanelled Service Provider" shall be forfeited and the L1 "Empanelled Service Provider" would be required to resubmit all PBGs within 3 weeks of receiving written information regarding the forfeiture failing which, it shall be deemed as subsequent instance of failure. In the subsequent instances of failure, in addition to actions taken regarding the first instance of failure, the concerned "Empanelled Service Provider" shall not be allowed to participate in the future ToRs for the remaining period of empanellment. Further, the concerned "Empanelled Service Provider" will be ineligible for receiving any new work order from the date of notice of respective failure. Further, PSeGS reserves the right to terminate the contract with the concerned "Empanelled Service Provider".

3.1.3.3.3 The Client reserves the right to place a work order of any time duration.

3.1.3.3.4 The Client will intimate the "Empanelled Service Provider" in writing regarding any extension in the work order. Extension in the contract would not lead to extension of any of the in-force work orders.

3.1.3.3.5 Contract termination or expiry shall automatically lead to termination or expiry of all work orders which were issued based on the contract.

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3.1.3.4 The Empanelled Service Provider will submit the variable PBG and start providing the services as per work order.

3.1.4 Software Development and Maintenance Services:

3.1.4.1 The broad scope of services for various types of projects, including web-based/mobile application development/Network Infrastructure, to be provided by the empanelled agencies is as under:

3.1.4.1.1 Requirements Study/Analysis of processes to be computerized
3.1.4.1.2 Preparation of SRS
3.1.4.1.3 Recommendations for Business Process Re-engineering in the Department
3.1.4.1.4 Report on hardware and network capacity planning & sizing
3.1.4.1.5 Development & Deployment of various software modules including mobile application development
3.1.4.1.6 Integration with legacy software (if required)
3.1.4.1.7 Performing all forms of Testing
3.1.4.1.8 User Acceptance Test of all modules
3.1.4.1.9 Data Migration including planning
3.1.4.1.10 Comprehensive Training of Employees for developed software
3.1.4.1.11 Final User Acceptance Test of Integrated Application
3.1.4.1.12 Security Audit of the Software
3.1.4.1.13 Implementation support tasks
3.1.4.1.14 Handing over of Project related documents including Source Code with documentation for the software developed, Software executable, Project plans, Project status reports, Test Plans, Test Specifications and results, User Manuals, Training Materials, technical manual etc.
3.1.4.1.15 Final sign off
3.1.4.1.16 Change Management/Change Request.
3.1.4.1.17 Annual Maintenance and Operational support Contract, if required etc.

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3.1.4.2 Requirement Gathering: The Empanelled Service Provider will collect requirements from the Client and its stakeholders. The Empanelled Service Provider will provide a detailed requirements specifications document and get approval of the Client.

3.1.4.3 Project plan with milestones: The Empanelled Service Provider will submit project milestones in line with the expectations of the Client (To be provided by the Client in the ToR document or to be submitted in the project proposal by the Empanelled Service Provider).

3.1.4.4 Design, Development and Testing: If this service is opted, the Empanelled Service Provider will design, develop and implement the software. The design must be finalized with inputs of the Client. Further, the Empanelled Service Provider will undertake functional and performance testing of the software. The software will then be presented to the Client for UAT.

3.1.4.5 Security Audit: This service must be opted by the Client if “Design, Development and Testing service is opted. Further, this service can be opted as standalone service also (for example, if the software is already developed by an external agency but security audit is required. The Empanelled Service Provider is required to fix the security issues within 15 days of receiving the report). If opted, the Empanelled Service Provider shall undertake security audit of the application and provisioning of ‘Safe-to-Host’ certificate of at least two years validity from CERT-in empanelled agencies before deployment of the application. Post Go-Live, the security audit shall be undertaken on a yearly basis. In case of major code changes, the security audit may again be conducted. The Empanelled Service Provider shall be responsible for fixing security issues and complying with the suggestions made in the security audit reports within 15 days of receiving the report. For all security audits, the Empanelled Service Provider will be paid as per rates discovered at the time of floating of ToR by the department. It may be noted that if the Client opts to get security audit done at its own level, the Empanelled Service Provider shall still be responsible for fixing security issues and complying with the suggestions made in the security audit reports. All suggestions / issues reported must be fixed by the Empanelled Service Provider within 15 days of receiving the report.

3.1.4.6 Compliance to GigW, WCAG, W3C, etc: If opted by the Client, the software shall be made compliant with latest GigW, WCAG, W3C and any other compliance required by guidelines of Government of India / Punjab by the Empanelled Service Provider. This service must be opted by the Client if “Design, Development and Testing service is opted. Further, this service can be opted as standalone service also (for example, if the software is already developed by an external agency but compliance is required. The Empanelled Service Provider is required to fix the compliance issues within 15 days of the issues being reported).

3.1.4.7 Demonstration and Training: The Empanelled Service Provider shall provide demonstration and training to concerned stakeholders on usage of the software w.r.t.

Reference number: PSeGS/Soft_Dev/2020/1
admins and users. The Empanelled Service Provider will only be responsible for providing a trainer for the trainings. Training room, stationery, etc. shall be arranged by the Client.

3.1.4.8 Hosting of the software in SDC: The Empanelled Service Provider shall coordinate with the State Data Center (Punjab) team to get the software hosted in SDC. The hosting charges of SDC shall be paid directly by the Client to the PSeGS.

3.1.4.9 Go-live of the software: Go-live of the software will mean completion of following activities as per work order: design, development, testing, compliance as per government guidelines, security audit, demonstration, training and hosting of the software in SDC.

3.1.4.10 Annual Maintenance: If the service is opted by the Client, Empanelled Service Provider shall maintain the software including changes in design, architecture, addition / deletion / modification of web pages, software updates, patches, updates required in the software due to updating of underlying software, etc. It may be noted that the Client may opt for maintenance of its existing portal prepared by another vendor. The Empanelled Service Provider will be required to understand the working of the existing portal and start maintaining it within a period of 1 month of release of work order (payments will be applicable after this 1 month period is over).

3.1.4.11 Handover and knowledge transfer: At any moment of time, the Client may request the Empanelled Service Provider to share the source code, database schema / backup, creatives, all types of login credentials, images, video, audio files, design documents, latest API documents and project technical documentation and any other information / documents related to the software as it is the Intellectual Property Right of the Client. However, the Empanelled Service Provider shall be mandatorily required to handover the software to the Client with proper source code, documentation and knowledge transfer before exiting the project.

3.1.4.12 The indicative qualification and experience of the manpower to be deployed for the project is: B.E. / B. Tech. in IT / CS / ECE OR MCA, with minimum 5 years of experience in software development / software testing / handling databases. The exact qualification and experience of the manpower shall be mentioned separately by the Client in the ToR.

3.1.4.13 The Empanelled Service Provider must adhere to the project timelines as requested by Client in the ToR OR as proposed by the Empanelled Service Provider in its proposal submitted in response to the ToR.

3.1.4.14 It is essential that the Empanelled Service Provider uses latest and proven open source technologies to develop such software by following industry standard techniques / best practices.

Reference number: PSeGS/Soft_Dev/2020/1
3.1.4.15 In case of the work involves development of website, the website of the
Client must be CMS based with the Client having full control over the content.

3.1.4.16 The detailed SoW regarding the software shall be mentioned in the ToR
floated by the Client.

3.1.4.17 SSL certificate for 4th level domains is provided by PSeGS free of cost. In
most cases, this SSL certificate will be used. In case, the Client wishes not to use 4th level
domain, SSL certificate cost shall be borne by the Client. The Client shall specify SSL certificate
requirements in the ToR document and accordingly invite commercial quote for it.

3.1.4.18 The software must be responsive and accessible from any device, OS
and browser.

3.1.4.19 Logs to be enabled for Web Server / DB Server.

3.1.4.20 SMS and email gateway shall be provided by the Client. SMS cost if any
shall be borne by the Client.

3.1.4.21 The required software / tools for hosting of the software at SDC shall be
arranged by the Client.

3.1.4.22 All liabilities, whatsoever, on account of copyrights or any other reason, if
any, shall be borne by the bidder.

3.1.4.23 Any royalties or patents or the charges for the use of content, images,
softwares etc. thereof that might involve in the contract shall be borne by the Empanelled Service
Provider.

3.1.4.24 The indicative schedule of payments against Software Development and
Maintenance Service as per rates discovered after floating ToR is given below. The actual
milestones will be provided in the ToR by the Client:

<table>
<thead>
<tr>
<th>SN</th>
<th>Service / Activity</th>
<th>Payment (after deduction of taxes and penalties)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Design and Development of software</td>
<td>5% on approval of SRS document</td>
</tr>
<tr>
<td></td>
<td></td>
<td>30% on completion of UAT</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10% on completion of Demonstration and Training</td>
</tr>
<tr>
<td></td>
<td></td>
<td>40% on completion of hosting in SDC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>15% on Go-live of software</td>
</tr>
<tr>
<td>2.</td>
<td>GIGW, WCAG, W3C, and other compliance as per guidelines of GoI / GoP</td>
<td>100% on completion of UAT and submission of self-certified letter from the Empanelled Service Provider</td>
</tr>
<tr>
<td>3.</td>
<td>Security audit</td>
<td>100% on submission of security audit certificate.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>applicable for each audit</td>
</tr>
<tr>
<td>4.</td>
<td>Annual maintenance</td>
<td>Payable in quarterly installments</td>
</tr>
</tbody>
</table>

3.1.5 Providing services of technical manpower for Software Development and
Maintenance:

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### Contract for empanelment of Service Providers for Software Development services

3.1.6.1 A indicative format regarding the personnel required along with their qualification, experience and skillset is as under. The actual requirements shall be shared by the Client in the ToR:

<table>
<thead>
<tr>
<th>SN</th>
<th>Post</th>
<th>Qualification and Experience</th>
<th>Skills Required</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Developer</td>
<td>B.E. / B. Tech. (in IT / CS / ECE) OR MCA with minimum 5 years of experience in software development and / or software testing</td>
<td>PHP, Node.js, AngularJS, Linux scripting, Python, programming for handling concurrent connections, etc</td>
<td>5</td>
</tr>
<tr>
<td>2.</td>
<td>Quality Assurance Engineer</td>
<td>B.E. / B. Tech. (in IT / CS / ECE) OR MCA with minimum 5 years of experience in software software testing</td>
<td>Selenium, QA automation, Worked on QA tools like load testing tools, etc</td>
<td>2</td>
</tr>
<tr>
<td>3.</td>
<td>DBA</td>
<td>B.E. / B. Tech. (in IT / CS / ECE) OR MCA with minimum 5 years of experience as DBA</td>
<td>Any of the following databases: MySQL, MongoDB, PostgreSQL, MariaDB, SQLite, etc.</td>
<td>1</td>
</tr>
</tbody>
</table>

3.1.6.2 The work done by the personnel shall be IPR of the Client. The Empanelled Service Provider shall ensure handover of complete source code, database backup / schema, creatives, designs or any other material related to the project at the time exit of any personnel.

3.1.6.3 The Client will have prior discussion with the resources being posted for the job to find out their suitability and decide to accept his/her services.

3.1.6.4 The Client will have right to upscale or downscale any number of resources during contract period under same terms & conditions by serving one month’s notice to the Empanelled Service Provider.

3.1.6.5 Resources deployed by the Empanelled Service Provider will be subjected to the disciplines, office decorum, etiquette as applicable to any other staff of the Client.

3.1.6.6 The Client may request for substitute of any resource if it is dissatisfied with the services of any of the resources deployed by the Empanelled Service Provider.

Reference number: PS-eGS/Soft_Dev/2020/1
3.1.6.7 The payments against providing services of technical manpower for Software Development and Maintenance shall be released on monthly basis as per man-month rates discovered after floating ToR after deduction of taxes and penalties.

3.1.7 General conditions regarding SoW:

3.1.7.1 Resources will work for minimum 5 days per week. In case of any urgency or as per requirement of the Client, they can be called on public holidays or weekends. No extra payment shall be given in such cases. One day leave per resource per month will be allowed after approval from the Client. In case leave taken is more than one day per month, deductions will apply as per SLA.

3.1.7.2 One-month notice must be given before replacement of a resource (wherever allowed).

3.1.7.3 Empanelled Service Provider shall ensure to carry out the due-diligence background check of all the resources deployed during the course of the contract.

3.1.7.4 The personnel may have to be deployed full-time / part-time / onsite / offsite as per the requirement of the Client. This shall be specified by the Client while floating ToR.

3.1.7.5 All incidental costs like travel, licenses, subscriptions, and tools required to support design and development activity of the software, laptops to the developers deployed by the Empanelled Service Provider, etc. shall be responsibility of the Empanelled Service Provider at its own cost.

3.1.7.6 SLAs and penalties shall be applicable as mentioned in this document.

3.1.7.7 The Empanelled Service Provider shall ensure all statutory and regulatory compliance like ESI, EPF and Minimum Wages Act.

3.1.7.8 The Empanelled Service Provider will not have the right to use / reproduce the software in whatsoever manner even after the end of this contract.

3.2 Outsourcing / subletting

3.2.1 No part of the contract should be outsourced by the Empanelled Service Provider. The manpower deployed must be on the payroll of the Empanelled Service Provider.

3.3 SLA and Penalties

3.3.1 The mandatory SLAs and penalties are mentioned below. The Client may make amendments in the "Target / Service Level" and the applicable penalty as per their requirements. The Client may add more SLAs are per their requirement in the ToR while
Contract for empanelment of Service Providers for Software Development services
inviting proposals. Penalties may be recovered from pending / future payments and / or PBG.

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Activity</th>
<th>Deliverable</th>
<th>Target / Service Level</th>
<th>Penalty for delays beyond target level</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Submission of PBG</td>
<td>PBG</td>
<td>15 days from the issue of letter of intent (LoI)</td>
<td>Rs. 1,000/- per day</td>
</tr>
<tr>
<td>2</td>
<td>Signing of contract</td>
<td>Signed contract</td>
<td>10 days from submission of fixed PBG</td>
<td>Rs. 1,000/- per day</td>
</tr>
<tr>
<td>3</td>
<td>Submission of variable PBG</td>
<td>PBG</td>
<td>Within 2 weeks of release of work order</td>
<td>5% of variable PBG value per day</td>
</tr>
<tr>
<td>4</td>
<td>Kick off meeting</td>
<td>-</td>
<td>Within one week of issue of work order</td>
<td>Rs. 500 per day</td>
</tr>
</tbody>
</table>

Valid only in case of Software Development and Maintenance Services

| 5    | Implementation of the project as per timelines agreed between Client and Empanelled Service Provider | - | As per agreed timelines mentioned in the ToR floated by the Client OR as per proposal submitted by Empanelled Service Provider in response to ToR | Rs. 500 per day |
| 6    | Finalization of document containing tentative requirements and design of the software | Document containing tentative requirements and design of the software | Within 3 weeks of issue of work order | Rs. 500 per day |
| 7    | One-time data entry at the time of Go-live of software (content update) [Applicable only if the service is opted by the Client] | - | At the time of presenting the software for UAT | Rs. 500 per day |

Reference number: PSeGS/Soft_Dev/2020/1
<table>
<thead>
<tr>
<th>S.N.</th>
<th>Activity</th>
<th>Deliverable</th>
<th>Target / Service Level</th>
<th>Penalty for delays beyond target level</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.</td>
<td>GIGW, WCAG, W3C and any other compliance as per guidelines of Government of India / Punjab</td>
<td>Self-certified letter from Empanelled Service Provider</td>
<td>At the time of presenting the software for UAT</td>
<td>Rs. 500 per day</td>
</tr>
<tr>
<td>9.</td>
<td>Presenting software for UAT</td>
<td>Software for UAT</td>
<td>As per agreed timelines mentioned in the ToR floated by the Client OR as per proposal submitted by Empanelled Service Provider in response to ToR</td>
<td>Rs. 500 per day</td>
</tr>
<tr>
<td>10.</td>
<td>Training of users</td>
<td>Conduct training</td>
<td>At the time of presenting the software for UAT OR Within 2 days of written request</td>
<td>Rs. 500 per day</td>
</tr>
<tr>
<td>11.</td>
<td>Security audit from CERT-in empanelled agency</td>
<td>Security audit certificate of 2 year validity</td>
<td>Within 3 weeks of completion of UAT</td>
<td>Rs. 500 per day</td>
</tr>
<tr>
<td>12.</td>
<td>Fixing of security issues raised in the security audit report</td>
<td>Fixing of security issues during the re-audit</td>
<td>Within 7 days of receiving of security audit report</td>
<td>Rs. 500 per day</td>
</tr>
<tr>
<td>13.</td>
<td>Go-live of software on SDC</td>
<td>Software hosted in production environment on SDC</td>
<td>Within 7 days of receiving of security audit certificate</td>
<td>Rs. 500 per day</td>
</tr>
<tr>
<td>14.</td>
<td>Regular data entry (content update) during maintenance phase [Applicable only if the service is opted by the Client]</td>
<td></td>
<td>Within one day of written intimation</td>
<td>Rs. 500 per day</td>
</tr>
</tbody>
</table>

Reference number: PSeGS/Soft_DEV/2020/1
<table>
<thead>
<tr>
<th>S.N.</th>
<th>Activity</th>
<th>Deliverable</th>
<th>Target / Service Level</th>
<th>Penalty for delays beyond target level</th>
</tr>
</thead>
<tbody>
<tr>
<td>15.</td>
<td>Handover of complete source code, database backup / schema, creatives, designs or any other material related to the project at the time of Go-live of software</td>
<td>Source code, database backup / schema, creatives, designs or any other material related to the project</td>
<td>At the time of Go-live / hosting of software in production environment in SDC</td>
<td>Rs. 1,000 per day. The Empanelled Service Provider may also be blacklisted if the delay is beyond one month.</td>
</tr>
<tr>
<td>16.</td>
<td>Handover of complete source code, database backup / schema, creatives, designs or any other material related to the project at the time exit from the work order</td>
<td>Source code, database backup / schema, creatives, designs or any other material related to the project</td>
<td>Within 2 weeks of expiry / termination of the tasks defined in the work order</td>
<td>Rs. 1,000 per day. The Empanelled Service Provider may also be blacklisted if the delay is beyond one month.</td>
</tr>
<tr>
<td>17.</td>
<td>Implementing the changes requested by the Client in the software during maintenance phase (if maintenance service is opted by the Client)</td>
<td>Change implemented by the Empanelled Service Provider</td>
<td>As per mutual agreement between the Client and Empanelled Service Provider (timeline will depend upon the amount of change required)</td>
<td>Rs. 500 per day</td>
</tr>
<tr>
<td>18.</td>
<td>Issue resolution during maintenance phase (if maintenance service is opted by the Client)</td>
<td>Resolution of issue</td>
<td>Within 2 days of written intimation</td>
<td>Rs. 500 per day</td>
</tr>
<tr>
<td>19.</td>
<td>Use of open source technologies only</td>
<td>-</td>
<td>-</td>
<td>No payments will be made until re-development of software using open source technologies failing which</td>
</tr>
<tr>
<td>S.N.</td>
<td>Activity</td>
<td>Deliverable</td>
<td>Target / Service Level</td>
<td>Penalty for delays beyond target level</td>
</tr>
<tr>
<td>------</td>
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<td>------------------------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td>20.</td>
<td>The personnel deployed should be on the payroll of the &quot;Empanelled Service Provider&quot;</td>
<td>-</td>
<td>-</td>
<td>EMD and PBG shall be forfeited.</td>
</tr>
<tr>
<td>21.</td>
<td>The personnel deployed must have the qualification and experience as specified in this document or as revised in ToR document</td>
<td>-</td>
<td>-</td>
<td>Rs. 10,000/- per instance and no payment for the deliverables prepared by the concerned resource. Forfeiture of EMD and PBG on repeated instances.</td>
</tr>
<tr>
<td>22.</td>
<td>Delay in deployment / substitution of resources</td>
<td>Empanelled Service Provider shall deploy resources within 15 days from (1) date of issue of work order OR (2) the date of issue of a change order for addition / substitution of resources.</td>
<td>110% of the man day cost of the concerned resource per day</td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>The personnel deployed should be on the payroll of the &quot;Empanelled Service Provider&quot;</td>
<td>-</td>
<td>-</td>
<td>Rs. 10,000/- per instance and no payment for the concerned resource. Forfeiture of EMD and PBG on repeated instances.</td>
</tr>
</tbody>
</table>

Valid only in case of providing services of technical manpower for Software Development and Maintenance.

Reference number: PSeGS/Soft_Dev/2020/1
## Contract for empanelment of Service Providers for Software Development services

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Activity</th>
<th>Deliverable</th>
<th>Target / Service Level</th>
<th>Penalty for delays beyond target level</th>
</tr>
</thead>
<tbody>
<tr>
<td>24.</td>
<td>The personnel deployed must have the following qualification and experience as prescribed in the ToR document</td>
<td>-</td>
<td>-</td>
<td>Rs. 10,000/- per instance and no payment for the concerned resource. Forfeiture of EMD and PBG on repeated instances.</td>
</tr>
<tr>
<td>25.</td>
<td>Substitution of resources from those whose CVs were provided in the proposal in response to the ToR (except in case of death, medical incapacity and resignation) for six months since the issue of work order</td>
<td>-</td>
<td>-</td>
<td>Rs. 50,000 per instance</td>
</tr>
<tr>
<td>26.</td>
<td>Only one resource replacement shall be allowed per year (subject to approval from the Client) after the first six months have passed since the issue of work order (except in case of death, medical incapacity, resignation)</td>
<td>One resource replacement is allowed per year (subject to approval from the Client)</td>
<td>-</td>
<td>Rs. 50,000 per instance</td>
</tr>
<tr>
<td>27.</td>
<td>Signing of Non-Disclosure Agreement by each resource deployed by the</td>
<td>-</td>
<td>-</td>
<td>Rs. 10,000 per instance</td>
</tr>
</tbody>
</table>
## S.N. Activity Deliverable Target / Service Level Penalty for delays beyond target level

<table>
<thead>
<tr>
<th>Empanelled Service Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each resource will be allowed one leave per month</td>
</tr>
<tr>
<td>Providing substitute resource of equivalent or higher qualification and experience if a resource is on leave more than 5 working days at a stretch</td>
</tr>
</tbody>
</table>

### 4. General Contract Conditions

#### 4.1 Standards of performance

4.1.1 The Empanelled Service Provider shall deliver the services and carry out its obligations under the contract with due diligence and efficiency in accordance with generally accepted professional standards and practices. The Empanelled Service Provider shall always act in respect of any matter relating to this contract as faithful Empanelled Service Provider to the Client. The Empanelled Service Provider shall always support and safeguard the legitimate interests of the Client, in any dealings with a third party. The Empanelled Service Provider shall conform to the standards laid down in the contract in totality.

#### 4.2 Contract period

4.2.1 This contract shall be valid for a period of 3 years initially from the date of signing of contract. If the services of the Empanelled Service Provider are found satisfactory, contract may be extended on the same prices for an additional period of maximum 2 years (1 year at a time) by mutual consent on the same terms & conditions.

#### 4.3 Payment terms

4.3.1 Payment to the Empanelled Service Provider shall be made in Indian Rupees through account payee cheque / NEFT / RTGS.

Reference number: PSeGS/Soft_Dev/2020/1
4.3.2 Payments shall be subject to deductions of any amount for which the Empanelled Service Provider is liable under the contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, 1961 and any other applicable deductions/taxes.

4.3.3 The decision of the Client pertaining to the quality and quantity of works/services performed by the Empanelled Service Provider will be final and acceptable to the Empanelled Service Provider besides being binding. It shall be the responsibility of the Empanelled Service Provider to rectify the deficiencies so pointed out without any extra payment. In the event of default by Empanelled Service Provider, the Client reserves the right to get the concerned work/services fixed at its own level at the cost, risk and responsibility of the Empanelled Service Provider after giving a notice in regard thereto in writing and expenditure so incurred by the Client will be recovered from the invoices of the Empanelled Service Provider or from PBG, as it may deem fit.

4.3.4 All taxes, duties and any statutory levies etc. payable by the Empanelled Service Provider during the contract tenure shall be the sole responsibility of the Empanelled Service Provider.

4.4 Confidentiality

4.4.1 Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Empanelled Service Provider and/or the Client to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.

4.4.2 The Empanelled Service Provider shall ensure that while providing services, all the details and information inside various IT equipment is kept confidential.

4.4.3 During the execution of the project except with the prior written consent of the Client, the Empanelled Service Provider or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

4.4.4 The Empanelled Service Provider will maintain the confidentiality of the data stored on the computer systems of end customer. The Empanelled Service Provider will be required to take appropriate actions with respect to its personnel to ensure that the obligations of non-use & non-disclosure of confidential information are fully satisfied. In case of failure, the Client has right to take legal action against the firm.

4.5 Termination of contract for default

Reference number: PSeGS/Soft_Dev/2020/1
4.5.1 The Client or the Empanelled Service Provider can terminate the contract in the event of default of terms and conditions of this contract by the other party by giving 2 months' written notice. In such case, the provisions under Exit Management clause shall apply.

4.6 Termination of contract for insolvency, dissolution etc.

4.6.1 The Client may at any time terminate the Contract by giving written notice to the Empanelled Service Provider, if the Empanelled Service Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Empanelled Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Client. In such case, the provisions under Exit Management clause shall apply.

4.7 Termination for convenience

4.7.1 The Client reserves the right to terminate, by prior written 2 months' notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for Client's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. In such case, the provisions under Exit Management clause shall apply.

4.8 Exit Management

4.8.1 On expiry or premature termination of the contract, the Empanelled Service Provider shall handover the complete source code, database backup, login credentials, design documents, latest API documents and project technical documentation, etc to the Client, failing which appropriate action shall be taken against the Empanelled Service Provider including blacklisting.

4.8.2 The complete knowledge regarding the software shall also be transferred in writing to the Client through appropriate documents as well as in the form training officials designated by the Client.

4.9 Force Majeure

4.9.1 The PBG of the Empanelled Service Provider shall not be forfeited or the contract shall not be terminated for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
4.9.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Empanelled Service Provider and not involving the Empanelled Service Provider's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.

4.9.3 If a Force Majeure situation arises, the Empanelled Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Empanelled Service Provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.10 Resolution of disputes

4.10.1 If any dispute arises between parties, then these would be resolved in following ways:

4.10.1.1 Amicable Settlement: Either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second sub-clause of resolution of disputes shall become applicable.

4.10.1.2 Arbitration: In case dispute arising between the Client and the Empanelled Service Provider, which has not been settled amicably, the Empanelled Service Provider can request the Client to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996 and amendments thereof. Such disputes shall be referred to the Arbitrator which shall be "Vice Chairman-PSeGS". The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Mohali / Chandigarh. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by the client and the Empanelled Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

4.11 Legal Jurisdiction

4.11.1 All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Mohali, Punjab only.

4.12 Amendment to the contract

Reference number: PSeGS/Soft_Dev/2020/1
4.12.1 The contract signed thereof can be amended by mutual consent of both the parties, provided such amendment is made in writing and signed by both the parties.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the date and year respectively mentioned against their signature:

<table>
<thead>
<tr>
<th>Member Secretary</th>
<th>Signature on behalf of PSeGS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Parminderpal Singh</td>
<td></td>
</tr>
<tr>
<td>Designation: Member Secretary</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature on behalf of umlaut Pvt Limited</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Deepak Rawat</td>
</tr>
<tr>
<td>Designation: Director</td>
</tr>
</tbody>
</table>

DATE:

WITNESSED BY:

<table>
<thead>
<tr>
<th>SN</th>
<th>Name</th>
<th>Designation</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
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