

पत्रांक-02/यो0(नीति)-01/2026...../ 1143

झारखण्ड सरकार
उच्च एवं तकनीकी शिक्षा विभाग
(उच्च शिक्षा निदेशालय)
तृतीय तल योजना भवन, नेपाल हाउस, डोरण्डा, राँची-834002

संकल्प

विषय:- उच्च एवं तकनीकी शिक्षा विभाग के अन्तर्गत यथावश्यक Development, Maintenance, Hosting and Implementation of various web portals कार्य हेतु झारखण्ड वित्त नियमावली के नियम 235 को शिथिल करते हुए, नियम 245 के अधीन मनोनयन के आधार पर भारत सरकार के उपक्रम M/s CSC e-Governance Services India Limited के चयन के संबंध में।

उच्च एवं तकनीकी शिक्षा विभाग, झारखण्ड के द्वारा राज्य के उच्चतर शिक्षण संस्थानों के प्रबंधन के लिए तथा विभागीय प्रक्रियाओं को सुव्यवस्थित करने के लिए प्रौद्योगिकी एवं आई0सी0टी0 का सदुपयोग किया जा रहा है। इसके लिए विभागीय स्तर पर कई पहलों (Initiatives) को प्रारम्भ किया गया है, जिसके तहत विभाग के कई योजनाओं एवं प्रक्रियाओं को सूचना प्रौद्योगिकी आधारित प्रणाली आधारित वेब पोर्टल के माध्यम से संचालित किया जा रहा है। इसके अतिरिक्त विभाग के अधीनस्थ कार्यालयों एवं परिषदों यथा-झारखण्ड राज्य उच्च शिक्षा परिषद् एवं झारखण्ड विज्ञान प्रावैधिकी एवं नवाचार परिषद् के अन्तर्गत संचालित सभी योजनाओं का प्रबंधन, अनुश्रवण एवं कार्यान्वयन भी वेब पोर्टल्स के माध्यम से किया जा रहा है।

2. उच्च एवं तकनीकी शिक्षा विभाग, झारखण्ड सरकार के द्वारा शैक्षणिक प्रशासन, छात्रोपयोगी सेवाओं, वित्तीय प्रबंधन, डिजीटल गवर्नेंस तथा विभिन्न शैक्षणिक योजनाओं के प्रभावी क्रियान्वयन हेतु समय-समय पर विभिन्न ऑनलाईन पोर्टलों को विकसित करने की आवश्यकता होती है। इन पोर्टलों का विकास संचालन एवं अनुरक्षण एक सक्षम, अनुभवी तथा पेशेवर संस्थान द्वारा किया जाना आवश्यक है। उक्त के अतिरिक्त उच्च एवं तकनीकी शिक्षा विभाग द्वारा राज्य में उच्च एवं तकनीकी शिक्षा के क्षेत्र में किए जा रहे सुधारात्मक कार्यों एवं योजनाओं का अनुश्रवण एवं प्रबंधन भी सूचना प्रौद्योगिकी आधारित वेब पोर्टल्स से कराने की योजना है ताकि सेवाओं की गुणवत्ता एवं पहुँच सुनिश्चित हो सके एवं सम्पूर्ण पारदर्शिता के साथ कार्यों का निष्पादन करने का लक्ष्य प्राप्त हो सके।

3. उच्च एवं तकनीकी शिक्षा विभाग द्वारा संकल्प सं0 1094 दिनांक-08.07.2024 के माध्यम से विभिन्न विभागीय पोर्टल्स के विकास हेतु इलेक्ट्रॉनिक एवं सूचना प्रौद्योगिकी मंत्रालय विभाग के द्वारा गठित M/s CSC e-Governance Services India Limited (CSC-SPV) का मनोनयन के आधार पर चयन तथा इसके लिए प्रारूप एकरारनामा पर स्वीकृति निर्गत की गई है। इस स्वीकृति के अनुसार CSC-SPV के साथ किए गए एकरारनामा की कंडिका-15 (Development of New Web Application) के तहत इंगित है कि-

"In case CSC-SPV receives any new requirement for portal/ application development from DHTE, it shall develop all such applications / portals at mutually agreed timelines and well-defined payment milestones. The cost of all such development and maintenance shall be calculated on the basis of the man monthly rate proposed in this proposal."

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एकरारनामा के उक्त प्रावधान के आलोक में उच्च एवं तकनीकी शिक्षा विभाग के अन्तर्गत यथावश्यक Development, Maintenance, Hosting and Implementation of various portals कार्य हेतु झारखण्ड वित्त नियमावली के नियम 235 को शिथिल करते हुए, नियम 245 के अधीन मनोनयन के आधार पर M/s CSC e-Governance Services India Limited का चयन किया जाता है।

4. CSC-SPV को नामित करने का औचित्य:-

- (क) CSC e-Governance Services India Limited इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी मंत्रालय, भारत सरकार के अधीन एक Special Purpose Vehicle (SPV) है, जिसकी स्थापना वर्ष 2009 में राष्ट्रीय ई-गवर्नेंस योजना (NeGP) के तहत की गई है।
- (ख) M/s CSC e-Governance Service India Limited (CSC-SPV) कंपनी अधिनियम के तहत स्थापित एक कम्पनी है इसके Majority Stake Holder भारत सरकार एवं विभिन्न राज्य सरकारें हैं। M/s CSC-SPV कंपनी में भारत सरकार विभिन्न राज्य सरकारों एवं उनके एजेंसी, राष्ट्रीयकृत बैंक तथा वित्तीय संस्थाओं को मिलाकर भागीदारी 52.60% है।
- (ग) CSC - SPV के द्वारा देश के विभिन्न राज्यों एवं केन्द्रीय विभागों हेतु ई-गवर्नेंस सेवाओं का विकास एवं कार्यान्वयन कराया जा रहा है। अतः Enterprise, Grade ICT Solutions के Development, Hosting & Maintenance में CSC-SPV का proven track record है।
- (घ) उपर्युक्त कंडिका-3 के संदर्भित संकल्प सं0 1094 दिनांक-08.07.2024 के माध्यम से उच्च एवं तकनीकी शिक्षा विभाग द्वारा Pay Fixation & Verification System, Learning Management System, Private University Management System, Apprenticeship Management System, CM Fellowship for Academic Excellence के Web Portals को सफलतापूर्वक विकसित किया गया है एवं वर्तमान में इसका रख-रखाव एवं प्रबंधन किया जा रहा है, जो विभागीय अपेक्षा के अनुरूप परिणाम प्रदर्शित करने की उनकी दक्षता को सिद्ध करता है।
- (ङ) इसी संकल्प के प्रावधानानुसार CSC-SPV के द्वारा राज्य के उच्चतर शिक्षण संस्थानों में Student Resource Centres (SRC) स्थापित किए गए हैं; जिसके अन्तर्गत संस्थान परिसर में ही विद्यार्थियों को Digital Services उपलब्ध कराई जा रही है। साथ ही CSC-SPV के द्वारा इन संस्थानों में Learning Coordinators नियुक्त किए गए हैं जिनके द्वारा उच्च एवं तकनीकी शिक्षा विभाग के सभी Web Portals, NAD/ ABC कार्यान्वयन, ई-समर्थ के कार्यान्वयन में संस्थानों को तकनीकी सहायता प्राप्त होती है। भविष्य में भी विभागीय डिजीटल पहलों के कार्यान्वयन में इनकी भूमिका महत्वपूर्ण होगी।
- (च) M/s CSC-SPV द्वारा राष्ट्रीय स्तर की कई महत्वपूर्ण योजनाओं के लिए डिजीटल प्लेटफार्म का भी सफलतापूर्वक क्रियान्वयन किया गया है जिनमें प्रमुख परियोजनाएं इस प्रकार हैं:-

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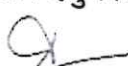
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- PMGDISHA – Ministry of Electronics & Information Technology (MeitY) training of six crore citizens.
 - Economic Census – Ministry of Statistics & Programme Implementation (MoSPI) – Survey of 40 crore household and establishment
 - Investor awareness project – Ministry of Law and Justice
 - Tele Law – Ministry of Law and Justice
 - eSHRAM-labour registration – Ministry of Labour & Employment
- (छ) विभिन्न Digital Portals के विकास हेतु पृथक डेवलपर्स के चयन करने में निविदा की समय-साध्य एवं बहु-स्तरीय (NIT, Pre-Bid Interaction, Technical & Financial Evaluation, Approval) प्रक्रियाओं से गुजरना पड़ता है, जिससे मिशन-मोड में संचालित होने वाली परियोजनाओं पर प्रतिकूल प्रभाव पड़ता है एवं इसके फलस्वरूप योजनाओं का कार्यान्वयन प्रारम्भ होने में अत्यधिक विलम्ब होता है। CSC-SPV के मनोनयन से लम्बी निविदा प्रक्रिया से नहीं गुजरना होगा, जिससे योजनाओं का क्रियान्वयन शीघ्रता से प्रारम्भ हो सकेगा।
- (ज) विभिन्न परियोजनाओं हेतु पृथक सेवा प्रदाताओं के होने से विभिन्न प्रकार की अनुश्रवण जटिलताओं यथा पृथक Technical Architecture and Platforms के चलते Interoperability की समस्या, Data Integration एवं Analytics में कठिनाईयों का सामना करना पड़ता है। CSC-SPV के मनोनयन से Single Implementing Agency होने पर Uniform Technical Standard & Architecture, Seamless Integration with different portals तथा Centralised Monitoring and Accountability सुनिश्चित हो सकेगा।

5. Web Portal निर्माण की आवश्यकता का निर्धारण एवं अपेक्षित व्यय लागत के आकलन की प्रक्रिया:-

- (क) उच्च एवं तकनीकी शिक्षा विभाग, इसके अधीनस्थ निदेशालयों, परिषदों एवं अन्य ईकाईयों के विभिन्न योजनाओं के संचालन एवं प्रबंधन तथा अन्य कार्यों के लिए वेब पोर्टल्स को विकसित करने एवं इसके रख-रखाव की आवश्यकता का आकलन करने हेतु प्रस्ताव विभागीय ई-गवर्नेंस कोषांग को समर्पित किया जायेगा।
- (ख) ई-गवर्नेंस कोषांग के द्वारा वेब पोर्टल की आवश्यकता हेतु मूलभूत Functional Requirements तैयार करते हुए संबंधित कार्यालय को उपलब्ध कराया जाएगा, जिसके आधार पर संबंधित कार्यालय द्वारा CSC-SPV से प्रस्ताव प्राप्त किया जाएगा।
- (ग) CSC-SPV के द्वारा पूर्व में निर्गत संकल्प सं0 1094 दिनांक-08.07.2024 के प्रावधानों के आलोक में प्रत्येक Web Portal Development & Operation and Maintenance हेतु तकनीकी मानवबल की आवश्यक संख्या, Man Month (समय सीमा) तथा NICS Tier 1A Rate Contract के अनुसार कार्य की लागत का आकलन करते हुए पोर्टल को विकसित करने एवं इसके रख-रखाव हेतु विस्तृत प्रस्ताव समर्पित किया जाएगा।





- (घ) CSC-SPV के साथ विभागीय संकल्प सं0 1094 दिनांक-08.07.2024 के आलोक में किए गए एकरारनामा के समरूप CSC-SPV के स्तर से विभाग द्वारा उपलब्ध कराए गए functional requirements के अनुसार Web Portal Development तथा इन पोर्टलों के Operation and Maintenance के लिए मुख्यतः 03 अवयवों के आधार पर वित्तीय प्रस्ताव तैयार किया जा सकेगा। यह अवयव निम्नवत हैं:-

- (i) **तकनीकी मानवबल का निर्धारण:-** Functional Requirements के अनुसार Web Portal Development तथा इन पोर्टलों के Operation and Maintenance के लिए NICS Tier-1A Rate Contract के आधार पर तकनीकी मानवबल का निर्धारण किया जाएगा, जिसके अन्तर्गत तकनीकी मानवबल की संख्या एवं आवश्यक Man month प्रत्येक कार्य हेतु पृथक रूप से निर्धारित होगी। NICS द्वारा Tier-1 (A) दरों में परिवर्तन की स्थिति में अद्यतन दरें प्रभावी होंगी।
- (ii) **Software Testing एवं अन्य व्यय:-** प्रत्येक कार्य हेतु Software Testing एवं अन्य व्यय यथा- Software Testing from STQC Empanelled Agencies, Bug Fixing and Other Expenses हेतु अपेक्षित व्यय की राशि को पृथक रूप से उद्धृत किया जायेगा।
- (iii) **CSC-SPV से e-mail service charge की सुविधा लेने पर अपेक्षित व्यय:-** संदर्भित एकरारनामा के समरूप CSC-SPV से email gateway की सेवा प्राप्त करने पर email service charge का निर्धारण निम्नवत किया जा सकेगा:-

e-Mail service Charges (as per actuals)	Estimating an average of 40,00,000 eMail per year at a rate of 0.05 paise per eMail. Bill will be as per actuals.
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- (ङ) CSC-SPV के द्वारा समर्पित प्रस्ताव की तकनीकी समीक्षा ई-गवर्नेंस कोषांग द्वारा की जाएगी। ई-गवर्नेंस कोषांग के द्वारा उक्त प्रस्ताव की तकनीकी समीक्षा कर संतोषप्रद होने की स्थिति में इसे विभागीय मूल्यांकन समिति (DAC) के समक्ष अग्रसारित किया जाएगा। DAC का स्वरूप संकल्प की कड़िका-6 पर इंगित है।
- (च) Departmental Appraisal Committee के द्वारा परीक्षित प्रस्ताव का निम्नांकित मापदण्डों के आधार पर मूल्यांकन किया जाएगा-
- (i) कार्य की वर्तमान आवश्यकता
- (ii) Functional Requirements of the proposed Portal
- (iii) Portal Development & Operation and Maintenance मानवबल की प्रस्तावित संख्या एवं Man month के आधार पर अपेक्षित वित्तीय व्यय।
- (छ) विभागीय मूल्यांकन समिति के द्वारा उपर्युक्त मापदण्डों के आधार पर प्रस्ताव के समीक्षा के क्रम में संतोषप्रद स्थिति होने पर एवं इसे सम्यक विमर्शोपरांत अनुमोदन हेतु अनुशंसित किया जायेगा।
- (ज) विभागीय मूल्यांकन समिति की अनुशंसा के आलोक में प्रस्तावित कार्य की प्राक्कलित राशि के अनुसार सक्षम प्राधिकार से स्वीकृति प्राप्त कर उक्त कार्य विशेष से संबंधी कार्यादेश CSC-SPV को निर्गत किया जा सकेगा।

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6. विभागीय मूल्यांकन समिति (Departmental Appraisal Committee) की संरचना एवं उत्तरदायित्व:-

(क) उपर्युक्त कंडिका 5 (ड.) में वर्णित विभागीय मूल्यांकन समिति का स्वरूप निम्नवत होगा:-

(i)	विशेष सचिव/अपर सचिव, उच्च एवं तकनीकी शिक्षा विभाग (उक्त पद के रिक्त होने की स्थिति में विभागीय अपर मुख्य सचिव/प्रधान सचिव/सचिव द्वारा नामित पदाधिकारी)	-	अध्यक्ष
(ii)	निदेशक, तकनीकी शिक्षा	-	उपाध्यक्ष
(iii)	निदेशक, उच्च शिक्षा	-	सदस्य
(iv)	संयुक्त निदेशक, तकनीकी शिक्षा निदेशालय	-	सदस्य
(v)	वित्त विभाग, झारखण्ड के प्रतिनिधि (संयुक्त सचिव स्तर से अन्यून)	-	सदस्य
(vi)	जैप आईटी0 के प्रतिनिधि	-	सदस्य
(vii)	Jharkhand Space Application Centre (JSAC) के प्रतिनिधि	-	सदस्य
(viii)	उप निदेशक-सह-प्रभारी, ई-गवर्नेंस कोषांग, उच्च एवं तकनीकी शिक्षा विभाग	-	सदस्य सचिव
(ix)	अध्यक्ष की सहमति से विभागीय मूल्यांकन समिति प्रस्तावों की समीक्षा हेतु आवश्यकतानुसार विषय वस्तु विशेषज्ञ को विशेष आमंत्रित सदस्य के तौर पर नामित कर सकेगी।		

(ख) विभागीय मूल्यांकन समिति समय-समय पर CSC-SPV के द्वारा विकसित किए जा रहे वेब पोर्टल्स के विकास की समीक्षा करते हुए आवश्यकतानुसार विभिन्न Milestones हेतु समर्पित विपत्रों के भुगतान की अनुशंसा करने हेतु प्राधिकृत होगी।

(ग) साथ ही Portal Development, Post Go-Live तथा Operation & Maintenance अवधि के दौरान Functional Requirements में Addition, Modification, Deletion समेत किसी भी प्रकार के परिवर्तन हेतु विभागीय मूल्यांकन समिति अधिकृत होगी।

7. उच्च एवं तकनीकी शिक्षा विभाग इसके अधीनस्थ निदेशालयों, परिषदों एवं अन्य ईकाइयों के Portal Development Requirements के लिए Functional Requirements तैयार करने पोर्टल विकास का अनुश्रवण एवं अन्य आवश्यक सचिवालयीय सहायता (Secretarial Assistance) आदि तकनीकी कार्यों में ई-गवर्नेंस कोषांग के सहयोग हेतु झारखण्ड विज्ञान, प्रावैधिकी एवं नवाचार परिषद् के अधीन 02 सदस्यीय IT-PMU की स्थापना की जायेगी। IT-PMU के अन्तर्गत 02 विशेषज्ञों की सेवाएँ वित्त विभाग, झारखण्ड के संकल्प सं0 1278 दिनांक 03.06.2025 के द्वारा अधिसूचित Jharkhand Manpower Procurement (Outsourcing) Manual, 2025 के प्रावधानों के आलोक में प्राप्त की जा सकेंगी।

8. CSC-SPV के साथ प्रस्तावित कार्य हेतु उच्च एवं तकनीकी शिक्षा विभाग के साथ एकरारनामा हस्ताक्षरित किया जाएगा। यह एकरारनामा प्रारम्भ में 03 वर्षों हेतु प्रभावी होगी तथा CSC-SPV के कार्य प्रदर्शन के समेकित अवलोकन के उपरांत संतोषप्रद स्थिति होने पर विभागीय मूल्यांकन समिति द्वारा इसे आगामी 02 वर्षों हेतु विस्तारित करने की अनुशंसा की जा सकेगी जिस पर निर्णय लेने के लिए अपर मुख्य सचिव/प्रधान सचिव/सचिव, उच्च एवं तकनीकी शिक्षा विभाग प्राधिकृत होंगे।

(अनुलग्नक-1 एकरारनामा प्रारूप)

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9. उपर्युक्त कंडिका-1 से 8 के आलोक में -

- (क) उच्च एवं तकनीकी शिक्षा विभाग अन्तर्गत यथावश्यक Development, Maintenance, Hosting and Implementation of Various Web Portals कार्य हेतु झारखण्ड वित्त नियमावली के नियम 235 को शिथिल करते हुए नियम 245 के अधीन मनोनयन के आधार पर भारत सरकार के उपक्रम M/s CSC e-Governance Services India Limited के चयन पर स्वीकृति प्रदान की जाती है।
- (ख) उपर्युक्त कार्य हेतु उच्च एवं तकनीकी शिक्षा विभाग एवं CSC e-Governance Services India Limited के मध्य प्रस्तावित एकरारनामा प्रारूप पर स्वीकृति प्रदान की जाती है।
- (ग) संलेख की कंडिका- 07 के आलोक में पोर्टल निर्माण की आवश्यकता के अनुसार Functional Requirements तैयार करने, पोर्टल विकास का अनुश्रवण एवं विभागीय ई-गवर्नेंस कोषांग को तकनीकी सचिवालयीय सहयोग (Secretarial Assistance) हेतु JCSTI के अन्तर्गत 02 सदस्यीय IT PMU स्थापित करने की स्वीकृति प्रदान की जाती है।

10. प्रस्ताव पर मंत्रिपरिषद् की बैठक दिनांक-27.05.2026 में मद संख्या-01 के रूप में स्वीकृति प्रदान की गयी है।

आदेश:-आदेश दिया जाता है कि इस संकल्प को झारखण्ड राजपत्र के असाधारण अंक में प्रकाशित किया जाय।

झारखण्ड राज्यपाल के आदेश से,

ह0/-

(राहुल कुमार पुरवार)
सरकार के प्रधान सचिव।

ज्ञापांक-02/यो0(नीति)-01/2026...../

राँची/दिनांक.....

प्रतिलिपि:-अधीक्षक, राजकीय मुद्रणालय, झारखण्ड को राजपत्र के अगले अंक में प्रकाशनार्थ प्रेषित।

ह0/-

(राहुल कुमार पुरवार)
सरकार के प्रधान सचिव।

ज्ञापांक-02/यो0(नीति)-01/2026...../

राँची/दिनांक.....

प्रतिलिपि:-माननीय राज्यपाल के अपर मुख्य सचिव/माननीय मुख्यमंत्री के प्रधान आप्त सचिव/मुख्य सचिव के विशेष कार्य पदाधिकारी/विकास आयुक्त, झारखण्ड के प्रधान आप्त सचिव को सूचनार्थ प्रेषित।

ह0/-

(राहुल कुमार पुरवार)
सरकार के प्रधान सचिव।

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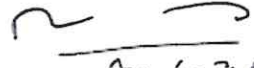
ज्ञापांक-02/यो0(नीति)-01/2026...../ राँची/दिनांक.....
प्रतिलिपि:-महालेखाकार, झारखण्ड, राँची/कोषागार पदाधिकारी, सचिवालय कोषागार, डोरण्डा, राँची
को सूचनार्थ प्रेषित।

ह0/-
(राहुल कुमार पुरवार)
सरकार के प्रधान सचिव।

ज्ञापांक-02/यो0(नीति)-01/2026...../ राँची/दिनांक.....
प्रतिलिपि:-माननीय विभागीय मंत्री के प्रधान आप्त सचिव/सभी अपर मुख्य सचिव/प्रधान
सचिव/सचिव, सभी विभाग, झारखण्ड, राँची को सूचनार्थ प्रेषित।

ह0/-
(राहुल कुमार पुरवार)
सरकार के प्रधान सचिव।

ज्ञापांक-02/यो0(नीति)-01/2026...../ राँची/दिनांक.....
प्रतिलिपि:-विभागीय प्रधान सचिव के प्रधान आप्त सचिव/सचिव, सूचना प्रौद्योगिकी एवं ई-गवर्नेंस
विभाग, झारखण्ड, राँची/कार्यकारी निदेशक, JCSTI, झारखण्ड/प्रशासनिक पदाधिकारी, JSHEC, झारखण्ड/
निदेशक, उच्च शिक्षा/निदेशक, तकनीकी शिक्षा/ विभागीय PMU (CSC-SPV) / विभागीय नोडल पदाधिकारी,
ई-गजट / श्री चन्दन कुमार, एम0आई0एस0 पदाधिकारी, तकनीकी सहायता समूह को विभागीय पोर्टल में
अपलोड करने हेतु/विभागीय बजट शाखा को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।


4. 6. 24
(राहुल कुमार पुरवार)
सरकार के प्रधान सचिव।

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Memorandum of Understanding

This Memorandum of Understanding (MoU) entered on the Day of the month of in the Year ("Effective Date") at Ranchi by and between:

Between

Department of Higher and Technical Education, Government of Jharkhand having its office at 3rd Floor, Yojana Bhawan, Nepal House, Doranda, Ranchi, Jharkhand-834002 (hereinafter referred to as "DHTE"), which expression shall, unless the context otherwise requires, include its permitted successors and assigns of the "**FIRST PART**".

AND

CSC e-Governance Services India Limited, a Company incorporated under the Companies Act 1956, having its registered office at Electronics Niketan, 6, CGO Complex, Lodhi Road, Pragati Vihar, New Delhi-110003 (hereinafter referred to as "CSC-SPV") which expression shall mean and includes its successors, permitted assigns of the "**SECOND PART**".

DHTE and CSC-SPV shall hereinafter be collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS

1. The State Government of Jharkhand has established the Department of Higher and Technical Education (DHTE) with an objective to give concrete shape to higher and technical education in the State.
2. Under the Digital India programme formulated by the Ministry of Electronics & Information Technology (MeitY), Government of India, the Common Services Centers (CSCs) are conceptualized as ICT-enabled, front-end service delivery points of Government, Social and Private Sector Services in the areas of Government, Agriculture, Health, Education, Financial Services and Utility Payments etc. CSCs are delivering various services to the citizens, especially in Rural India, changing how they learn, communicate, manage their livelihoods and access government services. State Governments across India are leveraging the Common Services Centers for improved access to public services.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL COVENANTS, ALL THE ABOVE PARTIES HERETO AGREE AS FOLLOWS:

1. Areas of Collaboration:

This MoU is regarding empanelment of CSC-SPV for the design, development, and annual maintenance of various Web Portals, Dashboards and Websites herewith referred to as "Technology Platforms" contracted to by DHTE or any of its associated Offices or Jharkhand State Faculty

Development Academy or Jharkhand State Higher Education or Jharkhand Council on Science, Technology and Innovation herewith after referred to as "Contracting Entity".

2. Objectives

The objective of this MoU is to empanel CSC-SPV to carry-out development, and maintenance of any Technology Platform on need-basis based on the functional requirements provided by the Contracting Entity as per the determined man-month rate and mutually agreed timelines.

3. Scope of Work

The scope of work as agreed by Parties shall be as follows:-

- a. CSC-SPV will develop and submit a detailed proposal mentioning the Category, Number of Technical Resources required as well as the timelines for completion of such Technology Platform;
- b. Each detailed proposal shall have two separate sections – one detailing the Technical Resources to be utilised during the development of the Web Portal and another detailing the Technical Resources to be utilised during the annual maintenance of the Web Portal;
- c. The Empowered Committee of DHTE will consider the proposal submitted by CSC-SPV and after due scrutiny by its sub-ordinate Cell, with or without modifications shall share its recommendations to the Contracting Entity;
- d. The Contracting Entity with approval from its Competent Authority shall issue the necessary work order/ G.O. towards the development and implementation of such technology platforms;
- e. CSC-SPV will deploy necessary technical resource to develop the software requirement specifications for each Technology Platform, its wireframe designing and other necessary attributes. It shall seek approval of the Contracting Entity for finalizing the requirement of each Technology Platform, development of the solution in testing environment and demonstration to Contracting Client and to get feedback for each Technology Platform, Implement the feedback if any for each Technology Platform, and Deployment of the Technology Solution in the Live environment as determined by the Contracting Entity;
- f. CSC-SPV shall, as per the agreed timelines submitted in the proposal, deliver the necessary Technology Platform, whose milestone based payment shall be timely evaluated by the Empowered Committee or any Cell delegated such responsibility by the Empowered Committee.
- g. DHTE will release the payment to CSC-SPV as per the agreed Milestones mentioned in Work Order released by the Contracting Entity. Any deviation in the Milestones will be mutually discussed and agreed;
- h. All Technical Resources shall be deployed as per the levels mentioned in *Schedule – I* and all such resources to be utilised in the Annual Maintenance phase of the Technology Platform should be on CSC-SPV's payrolls and should have attained the minimum educational qualifications and experience after attainment of minimum educational qualifications as mentioned in *Schedule – II* of this MoU. DHTE or the Contracting Client reserves the right to

conduct prior test / interview of the proposed technical resources to be deployed under the Technology Platform;

- i. Any or all technical resources deployed by CSC-SPV shall utilize their own equipment or infrastructure when working on-site from Contracting Entity's premises. The Contracting Entity's responsibility shall be limited to providing Workspace and environment for technical resource's developmental Work.

4. Role of Contracting Entity / DHTE:

- a. Share the functional requirement specifications for each Technological Platform to be developed by CSC-SPV;
- b. Carry out due vetting of the proposal submitted by CSC-SPV towards the development of the Technology Platform;
- c. Approve the software requirement specifications (SRS) and the wireframes submitted by CSC-SPV;
- d. Review and give feedback on the developed application in the testing environment and give go ahead on the User Acceptance Test (UAT);
- e. Provide the testing & production environment, server space, URL, and domain name for the Technology Platforms being developed by CSC-SPV;
- f. Release the payment against deliverables mentioned in the milestones of the Work Order and the invoice submitted by CSC-SPV.

5. Role of CSC-SPV:

- a. Understand the functional requirement documents shared by Contracting Client / DHTE and prepare a proposal and submit it to Empowered Committee for its consideration and approval;
- b. Undertake the scoping and functional study along with the expert nominated by Contracting Client / DHTE for each Technology Platform;
- c. Develop and submit the software requirement specifications and wireframes for each Technology Platform and submit it to Empowered Committee / DHTE for its approval;
- d. Develop the Technology Platform as per the approved software requirement specifications and wireframes;
- e. Demonstrate the developed Technology Platform to Contracting Client / DHTE in the testing environment and take feedback for improvement;
- f. Perform the Vulnerability Assessment and Penetration Testing through a CERT-IN / STQC empanelled agency as many times as may be required by the Contracting Client / DHTE;
- g. Deploy the final tested and approved Technology Platform in the production environment provided by Contracting Client / DHTE;
- h. Conduct the third party security audit by CERT-In empanelled Vendor of Technology Platform as and when required by Contracting Client / DHTE; and
- i. Undertake integration of any or all associated services of the proposed Technology Platforms with different Service Platforms such as: Payment gateway services, Aadhaar integration etc,

Email Gateways, Third Party API, Banking APIs and other applications as and when required by DHTE or Contracting Client for effective implementation of the proposed schemes.

6. Signing of Contract

- a. The empanelment rates shall be based on Man-Month rate mentioned in *Schedule – I* and shall be revised as per increment in the NICSI Tier 1A Empanelment Rates.
- b. The incidental expenses for execution of MoU / MoU shall be borne by CSC-SPV.
- c. The procedure of issuance of Work Order will be at the sole-discretion of Contracting Client / DHTE and CSC-SPV shall provide its services as per Contracting Client / DHTE requirement.
- d. CSC-SPV should provide an escalation matrix for problem resolution to the Contracting Client / DHTE by providing the Names, Designations, Contact Number(s) and Email ID's of the persons to be contacted. The CSC-SPV should also provide website URL for such purpose.
- e. In the event, CSC-SPV is taken over /bought over by another company, all the obligations and execution responsibilities under the MoU with DHTE, should be passed on for compliance by the new company in the negotiation for their transfer.
- f. DHTE may, at any time, terminate the empanelment by giving written notice of at least 15 days to CSC-SPV without any compensation, if CSC-SPV becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DHTE.

7. Security Deposit for Empanelment

- a. CSC-SPV will submit the a Security Deposit in the form of an Account Payee Demand Draft / Fixed Deposit Receipt from a Commercial bank / Bank Guarantee / Bankers / Cheque from a Commercial Bank in an acceptable form for the duration of the empanelment, in favour of Department of Higher and Technical Education, Government of Jharkhand, Ranchi within 14 days of signing of the MoU.
- b. The Security Deposit for this empanelment shall be Rs 10,00,000 (Rs Ten Lakh Only).
- c. DHTE will have the right to forfeit the security deposit if CSC-SPV fails to meet the terms and conditions of the empanelment or MoU or perform any other obligation under the MoU or fails to execute the work orders issued by Contracting Client / DHTE.
- d. DHTE also reserves the right to cancel the empanelment of the selected agency in case of repeated default.
- e. The Security Deposit should remain valid for a period of 60(Sixty days) beyond the date of completion of all contractual obligations of CSC-SPV i.e. (Empanelment/Extension duration).
- f. In the event wherein the Empanelment is extended by DHTE beyond 3 years, CSC-SPV shall ensure submission of a fresh Security Deposit within 14 days of signing of extension of MoU addendum between CSC-SPV and DHTE. The Validity of this Security Deposit shall also be for an additional period of 60 (Sixty) days beyond the period of extension of Empanelment.
- g. The Security Deposit will be released without any accrued interest after the empanelment or execution of all pending Work Orders, whichever is later.

8. Information Security

- a. CSC-SPV shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by Contracting Client / DHTE, out of premises without prior written permission from Contracting Client / DHTE.
- b. CSC-SPV acknowledges that Contracting Client / DHTE 's business data and other proprietary information or materials, whether developed by Contracting Client / DHTE or being used by Contracting Client / DHTE pursuant to a license MoU with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Contracting Client / DHTE; and CSC-SPV agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by CSC-SPV to protect its own proprietary information.
- c. CSC-SPV recognizes that the goodwill of DHTE depends, among other things, upon CSC-SPV keeping such proprietary information confidential and that unauthorized disclosure of the same by CSC-SPV could damage DHTE and by that reason of CSC-SPV's duties hereunder. CSC-SPV may come into possession of such proprietary information, even though CSC-SPV does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this MoU. CSC-SPV shall use such information only for the purpose of performing the said services.
- d. CSC-SPV shall, upon termination of this MoU for any reason, or upon demand by DHTE, whichever is earliest, return any and all information provided to CSC-SPV by DHTE, including any copies or reproductions, both hardcopy and electronic.
- e. CSC-SPV will not disclose any information, to anyone in any form about software, hardware, network topology, IP Schema, and network security policies of Contracting Client / DHTE. Information disclosure to anyone shall be only with prior written consent of Contracting Client / DHTE. In case of Contracting Client / DHTE or project requirement(s), a separate "Non-Disclosure MoU" document shall be signed within 1 week after receiving work order.

9. Confidentiality

The parties herein and their respective personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of the other party herein without the prior written consent of the other party.

10. Placement of Work Orders

- a. Contracting Client / DHTE shall place the Work Orders to CSC-SPV for its own requirements. Work Order shall be awarded on Project mode with the calculation of Work Order being done on Man-Month Basis as per the rates prescribed in *Schedule – II*.

- b. The Work Order shall encompass the complete scope of work, value of the Project based on the number and type of resources required up to Go-Live Stage and beyond Go-Live Stage for Annual Maintenance, duration of the Project, Payment Milestones and Acceptance Parameters, if any.
- c. CSC-SPV will provide its services all over Jharkhand. In case any Technical Resource(s) is/are required to undertake any tour in the interest of any Technology Platform from Ranchi, then the arrangements of such travel shall be made by DHTE / Contracting Entity. However, any such tour/ travel for the project would require a prior approval from the Competent Authority of the Contracting Client / DHTE.

11. Payment Terms

- a. Payment will be done in Indian Rupees Only.
- b. The payment to CSC-SPV will be made by the Contracting Client / DHTE in two modes:-
 - (i) As per the payment and delivery milestones mentioned in the Work Order during the development stage till Go-Live of the Technology Platform; and
 - (ii) On monthly basis depending upon the actual duration of Annual Maintenance Services rendered to the Contracting Client / DHTE after Go-Live of the Technology Platform.
- c. For payment related to delivery milestones of development of Technology Platform, CSC-SPV must submit pre-receipted bills in triplicate (having details of concerned work-order number, Date and mention of the delivery milestone). Further, the acceptance of the Competent Authority of the Contracting Client / DHTE regarding the achievement of Delivery Milestone must also be submitted along with the Invoice.
- d. For payment related to Annual Maintenance Services after Technology Platform Development, CSC-SPV must submit Pre-receipted bills in triplicate (having details of concerned work-order number, Date) on monthly basis in the name of Contracting Client / DHTE by the 10th day of the succeeding month along with the individual's Monthly Satisfactory Performance Report(s). Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable penalty, if any by the Contracting Client / DHTE.
- e. Payments shall be made subject to deductions of any amount for which CSC-SPV is liable under this empanelment. Further all payments will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India rules.
- f. GST would be paid extra as may be applicable from time to time.
- g. It is the bounden duty of CSC-SPV to regularly pay the technical resources their entitlements like monthly salaries / wages / annual increment / EPF / ESI / Bonus / Medical Insurance / Accidental Insurance etc. as may be applicable.
- h. In case the submission of monthly bills to Contracting Client / DHTE is delayed by the agency beyond 15 days from the last day of the month in which the services have been provided or

the concerned Work Order date, whichever is later for maintenance based activities then, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the CSC-SPV; so that Contracting Client / DHTE is not burdened unnecessarily with this amount/penalty etc. The entire amount will be deducted from the payment due to CSC-SPV.

12. Penalties

- a. Any unjustified and unacceptable delay resulting from reasons attributable to the CSC-SPV beyond the delivery schedule as per Work Order will render CSC-SPV liable for penalties based on the Service Level Agreements mentioned in the Work Order.
- b. CSC-SPV shall start the work within 7 working days of the release of the Work Order. For three successive recurrences of default related to non-execution of delivery milestones mentioned in the Work Order for reasons attributable to CSC-SPV, Contracting Client / DHTE would be free to forfeit the CSC-SPV's Security Deposit received against Empanelment and/or termination of the MoU provided CSC-SPV fails to remedy such default in spite of 30 days written notice from Contracting Client / DHTE to cure such default.
- c. If at any time during performance of the Work Order, CSC-SPV encounter conditions impeding timely performance of the ordered services, it shall promptly notify DHTE in writing of the fact of the delay, its likely duration and its cause(s).

13. Deployment of Technical Resources

a. Terms and Conditions

- (i) The Technical Resource(s) provided by the CSC-SPV shall work as per Contracting Client / DHTE work schedule.
- (ii) Neither CSC-SPV nor its Technical Resource(s) can be treated as employees of Contracting Client / DHTE for any purposes. They are not entitled for any claim, right, preference, etc. over any job/regular employment of Contracting Client / DHTE. The CSC-SPV or its Technical Resources shall not at any point of time have any claim whatsoever against Contracting Client / DHTE. CSC-SPV should submit undertaking received from the respective technical resources in Contracting Client / DHTE regarding the same.
- (iii) If the Contracting Client / DHTE so recommends, a technical resource must be replaced by CSC-SPV within a period of 10 working days.
- (iv) It is expressly understood and agreed to between the parties to this MoU that the technical resources deployed by the CSC-SPV shall either be the employees of the CSC-SPV or outsourced agency of CSC-SPV, wherever applicable, for all intents and purposes and in no case, there shall be a relationship of employer and employee between the Contracting Client / DHTE and the said Technical Resource.
- (v) The Technical Resources employed by the CSC-SPV shall have no right, whatsoever, for any appointment in the Contracting Client / DHTE in temporarily /ad-hoc/ daily wages/regular capacity on the basis of their work through this engagement.

(vi) In case any technical resource of the CSC-SPV so deployed enters in dispute of any nature whatsoever, it will be sole responsibility of the CSC-SPV to contest the same at appropriate forum(s).

b. Leave Policy for Technical Resources

(i) The Technical Resources should be stationed in Contracting Client / DHTE's provided location for the period of providing Annual Maintenance Services under any Work Order issued under this Empanelment. The Technical Resources has to follow the working hours, working days and Holidays of respective Contracting Client / DHTE.

(ii) Technical Resources shall get prior approval of Contracting Client / DHTE before leaving Contracting Client / DHTE location.

(iii) Any Technical Resources can avail maximum 18 leaves per year on pro-rata basis.

(iv) Leave cannot be claimed as an employee's right. Except in case of emergencies, all leave will be granted subject to Contracting Client / DHTE requirements. A situation will be considered an emergency on a case-by-case basis and will be decided by the Contracting Client / DHTE.

c. Deployed Technical Resources Contractual Delivery

The Technical Resources deployed under this empanelment utilised for Annual Maintenance Services beyond the Go-Live should be on payroll and be full-time employees of CSC-SPV.

14. General Terms and Conditions

- a. CSC-SPV may assign only Technology Platform related work to its contractual authority or any other third party.
- b. Any default or breach in discharging obligations under this tender by CSC-SPV while rendering services / supplies to DHTE, shall invite all or any actions / sanctions, including execution of Security Deposit stipulated in this empanelment. The decision of DHTE arrived at as above will be final and no representation of any kind will be entertained on the above.
- c. In case CSC-SPV is found in-breach of any condition(s) of empanelment or Work Order, at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.

15. Limitation of Liability

- a. Except conditions enumerated in Indemnity Clause, for damage caused by the CSC-SPV to Contracting Client / DHTE under any Work Order issued pursuant to this empanelment, CSC-SPV shall be liable to the Contracting Client / DHTE for damage and loss to the extend of actual damage to be determined solely by Contracting Client / DHTE . However,

the total value of damages, during the period of empanelment that can be levied on the CSC-SPV shall not exceed the total Work Order value of the work entrusted to them.

- b. CSC-SPV shall be liable for all acts of omission and commission by its technical resources deployed under this empanelment and Contracting Client / DHTE stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the CSC-SPV or its employees.
- c. In no event will CSC-SPV be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data; or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise.

16. Indemnity

- a. The CSC-SPV shall indemnify and defend the Contracting Client / DHTE against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware, documents, other artefacts, technical resources and related services or any part thereof ("Deliverables"). The CSC-SPV shall have no obligations with respect to any claims to the extent such claim results from:
 - (i) CSC-SPV's compliance with Contracting Client / DHTE specific technical designs, specifications or instructions where the CSC-SPV has notified Contracting Client / DHTE in writing (with proper reasons) prior to implementation of such specific technical designs, specifications or instructions that the implementation of such specific technical designs, specifications or instructions will result in infringement claims;
 - (ii) inclusion in a Deliverable of any content or other materials provided by Contracting Client / DHTE and the infringement relates to or arises solely from Contracting Client / DHTE materials or provided material;
 - (iii) modification of a Deliverable after delivery by the CSC-SPV to Contracting Client / DHTE if such modification was not made by or on behalf of the CSC-SPV and the claim arises solely due to such modification; \
 - (iv) operation or use of some or all of the Deliverable in combination with materials not provided by the CSC-SPV and the claim arises solely due to such reason;
 - (v) use of the Deliverable for any purposes for which the Contracting Client / DHTE have been advised in advance in writing that the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided by the CSC-SPV; or
 - (vi) use of a superseded release of some or all of the Deliverables or Contracting Client / DHTE failure to use any modification of the Deliverable furnished under the contract including, but not limited to, corrections, fixes, or enhancements

made available by the CSC-SPV provided that such modifications or new releases are made available by CSC-SPV free of cost and the use of such modifications or new releases does not adversely impact the performance / service levels.

- b. DHTE / Contracting Client shall stand indemnified from any employment claims that the deployed Technical Resource(s) may opt to have towards the discharge of their duties in the fulfilment of the Work Orders.
- c. Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by any Technical Resource(s) while discharging their duty towards fulfilment of the Work Orders caused by the negligence or wilful misconduct of the CSCC-SPV or its agents and representatives.

17. Labour Laws

- a. The CSC-SPV shall, and hereby agrees to, comply with all the provisions of Indian Labour Laws and industrial laws in respect of the technical resources employed thereof.
- b. The CSC-SPV shall be solely responsible for the payment of wages to the deployed Technical Resource and ensure its timely payment thereof.
- c. The CSC-SPV shall duly maintain a register giving particulars of the deployed technical resource, nature of work, rate of wages, etc
- d. The CSC-SPV shall also ensure compliance to the following labour legislations:
 - (i) Code on Wages
 - (ii) Code on Social Security
 - (iii) Occupational Safety, Health and Working Conditions Code
 - (iv) Industrial Relations Code, as applicable
- e. The CSC-SPV shall be solely responsible to adhere to all the rules and regulations relating to labour practices and service conditions of its Technical Resources and at no time shall it be the responsibility of Contracting Client / DHTE.
- f. The CSC-SPV shall indemnify Contracting Client / DHTE against any liability incurred by Contracting Client / DHTE on account of any default by the CSC-SPV or technical resource deployed by it.
- g. Neither the CSC-SPV nor his Technical Resources can be treated as employees of Contracting Client / DHTE for any purposes. They are not entitled for any claim, right, preference, etc. over any job / employment of Contracting Client / DHTE. The CSC-SPV or its Technical Resources shall not at any point of time have any claim whatsoever against Contracting Client / DHTE.
- h. If the Contracting Client / DHTE so recommends, a technical resource must be replaced by the CSC-SPV within a period of 10 working days.

18. Termination of Contract

DHTE reserves the right to suspend any of the services and/ or terminate this MoU in one or more of the following circumstances by giving 30 days notice in writing:

- a. **Termination for Insolvency / Dissolution etc.**

DHTE may at any time terminate the contract by giving written notice to CSC-SPV without compensation to CSC-SPV, if CSC-SPV becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to Contracting Client / DHTE.

b. Termination for Default

Contracting Client / DHTE may without prejudice to any other remedy for breach of MoU, including forfeiture of Security Deposit by written notice of default sent to CSC-SPV, terminate the MoU in whole or in part after sending a notice to CSC-SPV in this regard.

- (i) If CSC-SPV fails to accept the Work Order(s).
- (ii) If CSC-SPV fails to deliver services within the time period specified, in the Work Order or during any extension thereof granted by DHTE.
- (iii) If CSC-SPV fails to meet any other terms and conditions under the MoU.

c. Termination for Convenience

Contracting Client / DHTE may by written notice, sent to CSC-SPV, terminate the work order and/or the MoU, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for Contracting Client / DHTE's convenience, the extent to which performance of work under the work-order and/or the MoU is terminated and the date upon which such termination becomes effective. Contracting Client / DHTE reserves the right to cancel the remaining part and pay to CSC-SPV an agreed amount for partially completed Services.

d. Termination Process

- (i) Upon occurrence of an event of default as set out in above clauses, Contracting Client / DHTE will deliver a default notice in writing to the other party which shall specify the event of default and give CSC-SPV an opportunity to correct the default.
- (ii) At the expiry of notice period, unless CSC-SPV remedied the default, Contracting Client / DHTE may terminate the MoU.
- (iii) Payments for all satisfactorily completed services till the time of termination shall be made to CSC-SPV in the event of termination.

19. Force Majeure

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of

occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

20. Arbitration

If any dispute or difference arises with this MoU, mutual discussions between DHTE and CSC-SPV shall settle the same. Any unresolved dispute or difference whatever arising between the Parties to this MoU out of or relating to the Scope, Operation or effect of this MoU or the validity of the breach thereof shall be referred to an Arbitration Panel to be jointly appointed by both Parties. The provisions of the Arbitration and Conciliation Act 1996 will be applicable, and the award made there under the law. Then such difference shall be deemed a submission of Arbitration under the Arbitration and Conciliation Act 1996 or any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Ranchi, Jharkhand. Both parties shall equally bear the cost of arbitration.

21. Applicable Law

All disputes in this connection shall be settled in Courts within Ranchi and as per Laws in force in India.

22. Confidentiality

(a) Both the parties recognize, accept and agree that all tangible and intangible information obtained/received/gained/developed or disposed to other party and/or its officers and/or its employees, including but not limited to operations, each party employees, employees' profiles or other information relating to the past, present or future recruitment activities of each party all confidential or proprietary concepts, documentation, reports, lists, files, data, specifications, databases, data files, information, know-how and trade secrets, which may or may not have been patented or a copyright obtained thereof. (Hereinafter collectively referred to as "Confidential Information")

(b) It is understood by both the parties that:

(i) During fulfilling its terms and conditions, both the parties shall not disclose in any / all Confidential Information received from other party that it may receive or obtain while carrying out the Services mentioned this MoU. This clause shall survive the termination of the MoU.

- (ii) The Compensation details and the terms contained therein are Confidential Information and shall be used by both the parties only for the purposes of billing, accounting.
- (iii) Both the parties shall provide for any / all records maintained as MIS called for by other parties during the course of this MoU.
- (c) The obligations under this clause shall survive the termination or expiration of this MoU.

23. Intellectual Property Rights

- (a) All final plans, drawings, specifications, designs, reports and other documents submitted by the CSC-SPV in the performance of the services shall become and remain the property of the Contracting Entity or DHTE, provided payments are timely made by Contracting Entity or DHTE of all outstanding dues to CSC-SPV including the fee.
- (b) Despite anything to the contrary elsewhere contained in this MoU, the intellectual property rights in all methodologies, processes, analysis and recommendations (including but not limited to any presentations made in respect thereof and/or related thereto), frameworks, know-how and techniques used by CSC-SPV in providing services hereunder that (a) existed prior to delivery of the Services, and/or (b) are developed during and/or independently of providing the services, along with all improvements, enhancements and modifications to any or all of the foregoing shall vest with CSC-SPV.
- (c) Neither Party shall by virtue of this MoU gain any right to intellectual property of other Party. By entering this MoU, Parties hereto agree not to use other Party's intellectual property without prior written consent.

24. Coordination

All the parties will identify a Single Point of Contact (SPOC) from their respective side for the interaction and coordination on all matters relating to the work described under this MoU.

25. Dispute Resolution

The Parties shall resolve any dispute amicably and if any dispute remains unresolved then it shall be settled by arbitration, by a single arbitrator to be appointed by the Parties. The venue of arbitration shall be at Ranchi, Jharkhand. The arbitration shall be conducted under the provision of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and the award of such Arbitrator shall be final and binding upon the Parties hereto.

26. Jurisdiction

This MoU shall be governed by and construed in accordance with the laws of India and the Courts of Ranchi, Jharkhand shall have the jurisdiction.

27. Technical Integration

Wherever necessary, Contracting Client / DHTE will facilitate the API integration with various Govt. and non-Govt. entities like Chancellor Portal, State Informatics Centre, etc.

28. Terms & Termination

- (a) This MoU shall commence on the date of execution of this MoU and continue in full force for an initial period of 3 (three) years further extendible by 02 (two) years unless terminated by the Parties as per the provision of this MoU. Further, each Work Order allocated within the purview of this MoU shall have an end date maximum up to the validity of this MoU.
- (b) Either Party may propose an extension by providing written notice to the Other Party, at least 90 days prior to the expiration of the current term or extension period. The proposed extension shall include the desired duration and any proposed modifications or amendments to the MoU.
- (c) Either Party may terminate this MoU upon 90 (ninety) days written notice sent by registered post acknowledgement to the other party. In the event of termination, a termination plan shall be mutually agreed upon to manage the orderly wind-down of the development of Technology Platforms within the notice period.
- (d) All plans, proposals, drawings, Business Requirement Documents (BRD), Functional Requirement Specifications (FRS), SRS, source code, database, etc. belongs to Contracting Client / DHTE and upon termination of this MoU, CSC-SPV shall transfer all the documents, knowledge and know-how of the portals to Contracting Entity or DHTE or any other vendor appointed by Contracting Entity or DHTE.

29. Provisions for Modifications

The parties agree to make suitable amendments and modifications to this MoU by mutual MoU as per necessity, provided that no modifications, amendment or variation of any provision of this MoU shall be effective unless the same has been approved in writing by each of the parties. Any reference to this MoU shall be construed as a reference to such MoU, as the same may from time to time be amended, varied, modified, supplemented.

For carrying out all such amendments and modifications, the Departmental Minister, Department of Higher and Technical Education shall be the appropriate approving Authority and the recommendation of the Empowered Committee shall be mandatory for all such amendments and modifications. Each amended MoU shall be further vetted by Department of Law. Government of Jharkhand

30. Data Protection & Privacy

Both parties acknowledge and agree to comply with the provisions of the Digital Personal Data Protection Act (2023) and any other relevant data protection laws and regulations applicable to the processing, storage, and transfer of personal data within the scope of this MOU. The respective parties

shall take all necessary measures of their own part to ensure the security and confidentiality of digital personal data exchanged or processed under this MOU, including implementing appropriate technical and organizational safeguards to prevent unauthorized access, disclosure, alteration, or destruction of such data.

This Clause shall survive termination or expiry of this MoU.

31. Severability

If any part, term or provision of this MOU is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the MOU did not contain the particular part, term or provisions held to be illegal or invalid.

IN WITNESS WHEREOF, the Parties hereto have signed this MoU hereunder on the dates respectively mentioned against the signature each.

For and on behalf of DHTE:

For and on behalf of CSC-SPV:

Signature with Seal

Signature with Seal

Name

Name

Designation

Designation

Date

Date

In the presence of:

In the presence of:

Signature with Seal

Signature with Seal

Name

Name

Designation

Designation

Date

Date

Schedule -I: Profiles and Man-Manth Rate for Technical Resources

The calculation of total Project Cost for each Technological Platform developed under this MoU shall be undertaken based on the Man-Monthly Rate of Technical Resources as prescribed below and the total duration of the Project in months:-

Minimum Work Experience	Level	Minimum Man-Month Rate (INR)
0+ Years	1	35,000
1	2	40,000
	3	45,000
	4	50,000
	5	60,000
	6	70,000
5 Years	7	85,000
	8	95,000
	9	1,00,000
	10	1,10,000
	11	1,35,000
10 Years	13	1,60,000
	14	1,85,000
	15	2,10,000
	16	2,30,000
15 Years	17	2,50,000
	18	2.75,000

Note:-

- (i) All prices mentioned above are exclusive of taxes.
- (ii) Minimum remuneration indicated above in the table is the minimum monthly amount (Gross Salary) a technical resource is to be paid by CSC-SPV or its empanelled Agency, which shall include standard deductions under various applicable laws (Statutory Obligations). Beyond the Statutory Obligation, any Insurance, etc. will be as per the mutual consent between the technical resource and employer.
- (iii) In the event, the technical resource already has a medical insurance, it may not be mandatory for him to take medical insurance policy offered by the employer (as applicable in the applicable law).

- (iv) For T&M project(s), along with every invoice, CSC-SPV is required to submit the proof(s) of payment against breakup of "minimum remuneration". Alternatively, a certificate from the HR head of CSC-SPV may be provided, confirming that the monthly payment (along with other statutory obligations) to the Technical Resource has been made in accordance with the existing empanelment rates and provisions. In the event, any information is found false/forged, it may lead termination of contract and/or blacklisting of vendor for a minimum period of 3 years.
- (v) Work Order will be issued based on Contracting Entity's requirement. For example, a Contracting Entity asks for a Technical Resource of Level 7. Since, the level 7 lies in the bracket of "min 5 years" therefore CSC-SPV will be asked to provide resources of having experience 5 years or more.
- (vi) Annual increment will be on the "Level" for which WO will be issued to CSC-SPV. The annual increment will be given if the same Technical Resource keeps on working. Example: If a resource is working since past 3 years at "level 7", then 2 (two) subsequent increments will be applicable on the initial WO value.

Schedule – II: Educational Qualifications and Experience

Sl. No.	Profile	Minimum Qualification and Experience
1.	Management Profile	Educational Qualification: (i) MBA OR Equivalent AND (ii) B. Tech. OR B.E. OR MCA OR M.Sc. (IT OR CS) OR MS in Software System Work Experience (i) Minimum of 10 years' experience as a Program Manager for IT Implementation Projects OR software development OR IT System projects (ii) 2(two) e-Governance and related Projects implementation experience AND Certification Resource should have done once any of the following certification: PMP or PRINCE 2 or Scrum Master or CSMOR CAPM or equivalent
2.	Technology Profile	B. Tech. OR B.E. OR MCA OR M.Sc. (IT OR CS) OR MS in Software System Work Experience (i) Minimum of 10 years' experience in IT or ITES Projects (ii) Knowledge of IT concepts & architectures, coupled with practical knowledge of problem management, principles & processes of implementing and delivering IT services (iii) Preferably have worked on laying down guidelines for S/w development quality assurance framework, etc. (iv) Minimum 5 years of experience in the implementation of IT projects with Government
3.	Developer Profile	Educational Qualification B. Tech. OR B.E. OR MCA OR M.Sc. (IT OR CS) OR MS in Software System Work Experience

		(i) Minimum 5 years' experience in IT OR software development OR IT System projects OR Website Development OR Mobile OR Application Development, etc. (ii) Experience in complete lifecycle of web application development; experience as a full stack developer
4.	UI / UX Profile	Educational Qualification B.E. or B. Tech or BCA or BFA or B. Arch. or B. Design or PG Diploma in Computer Science and allied area Work Experience (i) Minimum 8 years' experience designing for IT OR Software Development or IT System Projects or Website Development or Mobile Application Development (ii) Minimum of 5 years' experience in UI/UX design and development experience for digital products or services (iii) Experience in professional UI/UX design work for both web and mobile platforms (iv) Proficiency in creating concepts, wireframes, designs and mock-ups that lead to intuitive user experiences
5.	Content Translation Profile	Educational Qualification Graduation and above Work Experience Having at least 3+ years of post-qualification relevant work experience in Content Writing or Translation Skills

- (i) As per the requirement of individual work order(s), CSC-SPV shall provide qualified technical resources as per the educational qualifications defined in the table above and suitable to perform the awarded scope of services.
- (ii) The Contracting Client / DHTE may ask vendors to share CVs (some or all) of such proposed technical resources. In certain circumstances, they may be asked to be available for personal interview / interaction as well.

