

Guidelines for preparation of Master Service Agreement (MSA)

1. Department will need to mention the name of the department in the MSA document highlighted in yellow.
2. MSA needs to be signed on Rs. 100/- Stamp Paper.
3. Selected Agency's representative who is going to sign the MSA should be authorized through Power of Attorney or Board Resolution by the Agency and the document needs to be submitted to the Department before signing the MSA.
4. The date of the board resolution letter needs to be filled in the MSA (highlighted in yellow).
5. Languages as either 'bi-lingual' or' multilingual need to be specifically mentioned throughout the document.
6. Department should update the table under section#4.1.1 (Department and Sub-organization's names).
7. Department should update the project timelines as specified in their respective RFQ in the table under section#4.3.
8. All the fields highlighted in yellow in this document needs to be modified as per the Department.
9. Selected Agency and Concerned Department should mutually agree to the MSA. Hence, Department may consult with the selected agency prior to finalize the same.
10. Final MSA needs to be vetted by the FA of the department.
11. The MSA once approved by the Department, needs to be signed by the authorized representative of the selected agency and nodal officer of the department in presence of atleast three witnesses.
12. Once the MSA is vetted, department needs to remove this guideline page from the final MSA.

To be signed in Rs.100 /- Stamp Paper

MASTER SERVICE AGREEMENT

The Master Service Agreement, hereinafter referred to as "MSA" is made and entered into this on _____ day of _____ 2016 at Guwahati, Assam.

BY AND BETWEEN

<Department Name>, **Government of Assam**, having its Office at **<Office Address>**, Assam (hereinafter referred to as "**DEPARTMENT**" or "**Client**", which expression hereof includes its successors, administrators, assigns) represented through its **<Nodal Officer's Designation>**, **<Department Name>**, Assam, who is duly authorized to execute this Agreement **of the First Part**.

AND

M/s <Selected Agency's name>, a company duly registered within the provisions of the Companies Act, 1956 and having its Registered Office at **<Address of the selected Agency>**, herein after referred to as "**Implementation Agency**" or "**IA**" (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors and permitted assigns) represented through its **<Designation of the agency's Representative>**, who is duly authorized to sign and execute this Agreement vide a board resolution dated **<date of the board resolution letter>** passed by its board of directors being the **Party of the Second Part**.

1. Preamble

WHEREAS

- a) DEPARTMENT is desirous that the IA should execute the Project of “Configuration, Development & Implementation of Standardised Website of <Main Administrative Department Name> & its Constituent organizations under the Standardised Website Framework (SWF) for Govt. of Assam Websites”. For the purpose, DEPARTMENT floated Request for Quotation (RFQ No: <RFQ No.> dated <RFQ floating date> and Corrigendum No:.....Dated.... (if any)), for selecting Agency to implement the project in the Department.
- b) The IA, having represented to the DEPARTMENT that it has the required professional skills, and personnel and technical resources, has agreed to provide the services on the terms and conditions set forth in this Contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- a) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFQ.
- b) The following documents in relation with RFQ issued for selection of IA shall be deemed to form and be read and construed as part of this Agreement viz:
 - i. Request for Quotation (RFQ) No.____ dated _____.
 - ii. All annexures, amendments, supplements, corrigendum or clarifications thereto.
 - iii. Work Order No. _____ dated _____.
 - iv. Performance Bank Guarantee of Rs... (Rupees<in words>)
- c) The contract shall begin from the date of signing of the MSA.
- d) The mutual rights and obligations of DEPARTMENT and the IA shall be as set forth in the Contract, in particular:
 - i. The IA shall carry out the services in accordance with the provisions of the Contract.
 - ii. The IA shall provide professional, objective and impartial advice and at all times hold IA’s interest paramount, strictly avoid conflicts with other assignments/ jobs, downstream projects or their corporate interests and act without any consideration for future work.
 - iii. DEPARTMENT shall make payments to the IA in accordance with the provisions of the Contract.

NOW THEREFORE, IN VIEW OF THE MUTUAL PROMISES AND CONSIDERATION SET OUT HEREIN, THE PARTIES DO HEREBY AGREE AND AFFIRM HERE AS UNDER AND THIS AGREEMENT AS FOLLOWS:

2. Definitions

In this Agreement, unless the context requires otherwise:

- a) **“Agreement”** shall mean this Agreement together with all its appendices and annexures and any amendments thereto made in accordance with the provisions herein.
- b) **“Applicable Laws”** includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental authority, tribunal, board, court or other quasi-judicial authority.
- c) **“Contract”** means the Contract entered into by the party for providing consultancy services along with the entire documentation specified in the RFQ.
- d) **“Effective Date”** means the date on which the Parties sign the Agreement.
- e) **“Force Majeure”** for the purpose of this Agreement, ‘Force Majeure’ shall mean an event that is unforeseeable, beyond the control of both Parties and not involving the Parties’ willful fault or negligence. Such events may include: war, civil war, insurrection, riots, revolutions, earthquakes.
- f) **“Personnel”** means professional and support staff provided by the IA to perform services to execute an assignment and any part thereof.
- g) **“Proposals”** means proposal submitted by bidders in response to the RFQ issued by DEPARTMENT.
- h) **“Services”** means the work to be performed by the IA pursuant to the RFQ and to the contract to be signed by the parties in pursuance of any specific assignment awarded by DEPARTMENT.
- i) **“SOW”** means Scope of Work for the IA, specified in Section 4 of this contract.
- j) **“Project Start Date”** shall mean the date on which the DEPARTMENT signed the agreement with IA as a service provider for the Design, development and implementation of Standardised Website of <Department Name> & its Sub-Organizations project.
- k) **“Go-Live”** means that the websites of <Department Name> and its sub-organizations is made ready and operational as per the requirements laid out in the Scope of Work of this MSA
- l) **“UAT”** means User-Acceptance Testing of the websites by the departmental users, the Websites Development Cell, <Department Name> and officials designated for this activity.

m) Interpretation:

- i. Except where the context requires otherwise, this Agreement will be interpreted as follows: Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement; Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
- ii. Words importing the singular shall include plural and vice versa;
- iii. Reference to Recitals, Clauses and Exhibits are to recitals, articles and exhibits of this Agreement;
- iv. All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
- v. A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
- vi. All references in this Agreement to “days” shall, unless otherwise specified herein shall mean calendar days; and
- vii. The Recitals contained herein form an integral part of this Agreement.

3. General Contract Conditions (GCC)

3.1. Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFQ or Contract Agreement, the interpretation of <Department Name>, Government of Assam shall be final.

3.2. Relationship between the Parties

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between <Department Name>, Government of Assam and the IA. The IA subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The IA shall be fully responsible for the services performed by it or any of its personnel on behalf of the IA hereunder.

3.3. Standards of Performance

The IA shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The IA shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The IA shall conform to the standards laid down in the RFQ in totality.

3.4. Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the prevailing laws of the country and the state of Assam, to the extent applicable to the IA in the context of its scope of work under this engagement.

3.5. Intellectual Property Rights

No services covered under the Contract shall be sold or disposed by the IA in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The IA shall indemnify DEPARTMENT from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the IA, DEPARTMENT shall be defended in the defense of such proceedings.

3.6. Performance Bank Guarantee (PBG)

1. Prior to signing the MSA (whichever is earlier), the IA shall furnish a Performance Bank Guarantee, as per Annexure 4 of the RFQ, amounting to the 10% of the total contract value valid for a period of one year from the date of acceptance of the work order, as its commitment to perform services under the contract.
2. Failure to comply with the requirements as mentioned in the Scope of Work, deliverables and timelines as mentioned in this agreement; shall constitute sufficient grounds for the forfeiture of the PBG.
3. No interest will be paid on the PBG.

3.7 Service Level Agreement:

Sl. No.	Parameter	SLA Clause	Material Breach	Liquidated Damage
1	Delay in deliverables as per scheduled milestone (ref: section 4.3 of this document)	Delay in submission of deliverables beyond the stipulated time (for reasons not solely attributable to IA) as well as lack of quality in deliverables shall attract penalty.	The deliverables beyond fifteen days (15) of time from the stipulated time for reasons solely attributable to the IA will be treated as material breach.	Penalty at the rate of 1.5% of the total value of the work order per week of delay subject to a maximum of 7.5% of the work order value shall be imposed. Beyond five weeks of delay in

Sl. No.	Parameter	SLA Clause	Material Breach	Liquidated Damage
				<p>deliverables, DEPARTMENT shall have the option of getting the work done through alternate sources at the cost and risk of the defaulting vendor.</p>
2	<p>Consecutive default in discharge of service obligations (deliverable/ milestones ref. RFQ)</p>	<p>There should not be any non-compliance for three consecutive defaults in discharge of service obligation (for reasons not solely attributable to IA).</p>	<p>Three consecutive defaults for different service obligation.</p>	<p>DEPARTMENT would be free to revoke the defaulting IA's bank guarantees and/or termination of the Contract for default.</p>
3	<p>Replacement of Resource</p>	<p>IA is permitted to replace the original resources as mentioned in the bid proposal only once for each position after obtaining prior approval from DEPARTMENT in writing. The replacement of the existing resource should be of equivalent or higher qualification/ experience than the existing resource.</p>	<ol style="list-style-type: none"> 1. Replacement of existing resources without prior approval from DEPARTMENT. 2. More than two replacements for a single position. 	<p>Penalty at the rate of 1.5% of the total value shall be imposed.</p>

3.8. Penalty Procedure:

1. In case of default in terms of deliverables and timelines as mentioned in this agreement for reasons solely attributable to the IA; a show-cause notice shall be issued by DEPARTMENT to the IA inviting justification for non-compliance.
2. IA shall revert in writing to DEPARTMENT with proper justification for non-compliance within 7 days from the date of issue of the show-cause notice.
3. DEPARTMENT shall review the justification provided by the IA and if justification is not found satisfactory then DEPARTMENT shall levy the applicable penalty clause as mentioned in the above table.

3.9. Termination of Contract

The IA's association with the DEPARTMENT will terminate in following ways:

1. The term of Contract expires
2. Termination of Contract by the DEPARTMENT due to non-performance during the execution of Project
 - i. Change of resources without prior permission.
 - ii. Non-adherence to the time-lines of the Project deliverables.
 - iii. Quality of project deliverables as well as work is not satisfactory to Web Development Cell (WDC) and DEPARTMENT.

3.10. Termination for Insolvency, Dissolution etc.

DEPARTMENT, Government of Assam may at any time terminate the Contract by giving written notice to the IA, if the IA 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 IA, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the DEPARTMENT, Government of Assam.

3.11. Termination for Convenience

DEPARTMENT, Government of Assam reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for DEPARTMENT, Government of Assam's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

3.12. Force- Majeure

No failure or delay or omission by either party to fulfil any of its obligations under shortlist contract (other than the obligations to make payments when due) shall give rise to any claim against such party or be declared to be a breach of any terms and conditions defined in the shortlist contract if any to the extent such failure, delay or omission arises from the “Force Majeure” event not within the reasonable control and at the instance of such Party (each an event of “Force Majeure”). Events of force Majeure shall be:

- a) Blockade, Revolution, Riot, Bombs, Religious strife or civil commotion;
- b) Strikes, lock-outs or other industrial action (other than those involving primarily Service Provider’s own employees or any of the contractors, sub-contractors, etc. directly associated with the provision of Services under this RFQ); Act of war (whether declared or undeclared), terrorist or military action, politically motivated sabotage;
- c) A decision or the order of a court or tribunal, which has the effect of restraining or delaying the provision of Services;
- d) Sub-contractors, sub-lessees or any other agencies of the affected Party or any of their respective employees, and not being due to Inherent defects of the affected facility of the failure to properly operate the affected facility; Fire, lightning, earthquake, cyclone, hurricane, whirlwind, flood, landslide or any such natural disaster;
- e) Any event or circumstance of the nature analogous to any of the above or any natural disaster.

3.13. Taxes and Duties

- a) The IA shall be entirely responsible for all taxes; duties, etc. incurred.
- b) DEPARTMENT shall not pay any increase in duties, taxes and surcharges or any other charges on account of any revision, enactment during the period of validity of proposals or during the contract period.

3.14. Resolution of Disputes

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

3.14.1. Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party stating in brief the disputes. 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.

3.14.2. Resolution of Disputes

All disputes, differences, claims and demands arising under the shortlist contract shall be referred to arbitration of a sole arbitrator to be appointed by the mutual consent. All arbitration shall be held at Guwahati (Assam). If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Judicial Department, Government of Assam. The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof.

3.15 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Assam only.

3.16 Exit Management:

i) Purpose:

- a) This clause sets out the provisions which will apply on expiry or termination of the contract.
- b) In the case of termination of contract, DEPARTMENT will decide at that time whether, and if so during what period, the provisions of this clause shall

apply.

- c) The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the IA carry out their respective obligations set out in this Exit Management Clause.

ii) Cooperation and Provision of Information: During the exit management period:

- a) Promptly on reasonable request by DEPARTMENT, the IA firm shall provide access to and copies of all information held or controlled by it which have prepared or maintained in accordance with the contract. Such information shall include details pertaining to the services rendered and other performance data. The IA agrees that newly appointed IA shall be provided reasonable access to its employees and facilities as required to understand the methods of delivery of works and to assist appropriate knowledge transfer.

iii) Confidential Information, Security and Data: The IA shall promptly on the commencement of the exit management period supply to DEPARTMENT or its nominated agencies the following:

- a) Information relating to the current services rendered; Documentation relating to Intellectual Property Rights; and Department data and confidential information;
- b) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Department or its nominated agencies, or its Replacement vendor to carry out due diligence in order to transition the provision of the Services to the DEPARTMENT or its Replacement vendor (as the case may be).
- c) Before the expiry of the exit management period, the IA shall deliver to DEPARTMENT or its nominated agencies all new or up-dated materials from the categories set out in points above, and shall not retain any copies thereof, except that the IA shall be permitted to retain one copy of such materials for archival purposes only.

iv) General Obligations of the IA:

- a) The IA shall provide all such information as may reasonably be necessary to effect as seamless handover as practicable in the circumstances to DEPARTMENT or its replacement Vendor and which the IA has in its possession or control at any time during the exit management period.
- b) For the purposes of this Clause, anything in the possession or control of IA or associated entity is deemed to be in the possession or control of the IA.

- c) The IA shall commit adequate resources to comply with its obligations under this Exit Management Clause.

v) **Exit Management Plan:**

The IA shall provide to DEPARTMENT with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the :-

a) Project Implementation, the Operation and Management SLA and scope of work:-

1. Exit Management Plan shall be prepared & presented by the IA as per section #4.8 of the RFQ and approved by DEPARTMENT.
2. IA shall submit the exit management plan 30 days prior to contract expiry date and shall get it approved by DEPARTMENT.
3. IA shall submit all the artifacts as mentioned in section#5 of the RFQ as a part of the Exit Management Plan.
4. In the event of termination or expiry of the contract each Party shall comply with the Exit Management Plan.
5. During the exit management period, the IA shall use its best efforts to deliver the services.
6. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.

3.17. Payment Terms:

Sl. No.	Milestone	Amount in percentage of total project value
1	Configuration of websites for <Department Name> & its sub-organizations (including content upload and testing.	30%
2	UAT sign off, User Manual Preparation and Training completion	30%
3	Go-Live & Exit management (Deployment in production server and GIGW compliance)	40%
	Total Amount	100%

3.18 Change Request Mechanism

The below process will be followed for change requests.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- The designated Project Manager of IA will review the proposed change and determine whether to submit the request to DEPARTMENT.
- The Project Manager of IA and Change Control Board will review the proposed change and recommend it for further investigation or reject it. IA will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. IA may invoice the DEPARTMENT for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of Change Authorization.

The change request process defines the following steps:

Sl. No.	Activity	Responsibility
1.	DEPARTMENT provides the feedback/ new requirement to the Project Manager of IA	DEPARTMENT
2.	In this step, the Project Manager of IA verifies that the requirement or feedback provided by DEPARTMENT is documented in the use case or not.	Project Manager, IA
3.	In case requirement/feedback is not documented, Project Manager, IA will fill a change request form with the requirement and send it to DEPARTMENT and Change Control Request Board to qualify it as change request. This change request will be logged in Change Request Register	Project Manager, IA

4. Scope of work (SOW)

4.1. Activities of Work & Deliverables. For the detailed activities, the clauses mentioned under different heads in Scope of Work in the RFQ shall prevail.

4.1.1 Configuration, Design & Development of the following websites:

The Agency needs to configure the website(s), design the images & inner pages, write & upload contents in **bi-lingual/ or multi-lingual** format for the following websites.

Sl. No.	Name of Department/Organization
1	<Main Department Name>
2	<Directorate/ Constituent Organisation Name>
3	<Directorate/ Constituent Organisation Name>
4	<Directorate/ Constituent Organisation Name>
5	<Directorate/ Constituent Organisation Name>
6	<Directorate/ Constituent Organisation Name>

The agency shall ensure that the Configuration of the Websites of the Main Department and its constituent organisations shall be based on the **Standardised Website Framework** (SWF) and must be compliant to Guidelines for Indian Government Websites (GIGW).

4.1.2 Content Identification and Grouping:

The Department and its constituent-organizations will identify and group the content for their respective websites as per the "ePrastuti Handbook Tool kits" that has been made available on the website <http://wdc.assam.gov.in>. The Agency will coordinate with the department and its constituent-organization for getting the contents.

4.1.3 Content Readiness for Website

The content identified at #4.1.2 needs to be converted to proper format by the Agency for uploading in the website as per the following:

Sl#	Work Title	Description
1	Content Writing	The Content identified at #4.1.2 has to be made ready for the Website by Professional Content Writers: <ul style="list-style-type: none">• Content has to be written following the best practices of website authoring.• Quality & correctness of Content to be ensured.
2	Multi-lingual content/or Bi-lingual	Content identified above (4.1.3 #1) has to be converted to multi lingual/or Bi-lingual format (<i>Mention the languages</i>).

4.1.4 Website Configuration:

The Agency will configure the websites for Main Department & its constituent-organisations using SWF (Standard themes, layouts and templates etc.). The SWF will be provided by the Web Development Cell (WDC), Information Technology Department. Below are the detailed tasks to be performed for Website configuration by the Agency.

Sl#	Work Title	Description
1	Initial Configuration	Website instances for Main Department /& its constituent organizations have to be configured using SWF. User & roles need to be configured.
2	Design of Website Home page and Inner Pages conforming to the SWF Standard template	<ul style="list-style-type: none">• Website Configuration (UI Components)• Images for Home Page Portlets etc.• Inner Pages for contents (All of the above to be based on SWF)

4.1.5 Content Management:

Below are the detailed tasks to be performed by the Agency for uploading the content (identified at #4.1.3) into the website.

SI#	Work Title	Description
1	Content uploading on the Website	The content made ready at #4.1.3 to be uploaded by the Agency.
2	Multi-lingual/Bi-Lingual	Website Content to be made multi-lingual /bi-lingual and upload into the website.
3	Training of Content Managers to upload Content	Main Department & Sub-organization's Content Managers to be trained on content upload process.

4.1.6 Quality Assurance:

Below tasks are required to be performed by the Agency to ensure the quality of the website.

SI#	Work Title	Description
1	Content Verification	The Agency needs to coordinate with the Main Department & its constituent organizations for ensuring the accuracy, quality and correctness of the uploaded website content.
2	Conformance to Standard Website guidelines	Ensure that the website(s) conforms to the Guidelines for Government of India Websites (GIGW).
3	Quality Assurance	To ensure the quality of the websites, the following activities need to be performed: <ul style="list-style-type: none">• Preparation of Test Cases• Unit Testing• System & Integration Testing• Performance / Load Testing

4.1.7 Website Hosting:

Following tasks need to be performed by the Agency for web-hosting and Test execution.

Sl#	Work Title	Description
1	Deployment of websites on Staging server provided by the Department	The Websites to be hosted on the staging server for User Acceptance Testing (UAT).
2	UAT and Sign off	Coordinate with the Department & its sub-organizations for User Acceptance Testing (UAT) in staging server. Sign-off to be provided by the Department on successful test execution.
3	Deployment of websites on Production server	The Websites to be hosted on the production server and smoke testing to be performed.

4.2 Key Deliverables:

Few Indicative deliverables are mentioned below:

- Document specifying the Compliance to SWF and prescribed guidelines
- Training Plan
- UAT Plan and Test Cases
- User Manual / Guide/ Technical Documents
- Project related executables (if any)

4.3. Project Time-lines and Payment Milestones

Sl. No.	Milestone	Time (in week)
1	Issue of LOI/Work Order	T
2	Signing of the agreement	T+1
3	Content Identification, Grouping of contents and Finalization & Approval of <Department Name/Constituent Organisation>. (To be done by the Department)	T+3

Sl. No.	Milestone	Time (in week)
4	Website Configuration using SWF for <Department Name> & its constituent -organizations.	T+2
5	“Content Readiness for Website” which includes Content creation in Bi-lingual/Multilingual format.	T+5
6	Content Management which includes Content Upload Training to department and Content Upload in Bi-lingual/Multilingual format.	T+5
7	Quality Assurance of website including UAT.	T+6
8	Website hosting.	T+7
9	Exit Management which includes hand over of the User Manual and any other documents (if any), Training to Stakeholders & Final Sign off.	T+8
10	Go-Live	T+8

4.4. Roles and Responsibilities

4.4.1 Roles & Responsibilities of the IA

The IA will be responsible for the activities not limited to the following:

- a) IA will work in close coordination with the Department and sub-organizations for this project.
- b) IA will carry out the activities as indicated in Section 4 of this document and submit all the mentioned deliverables within the stipulated time-frame.
- c) IA will ensure that the time-lines will be adhered to. If there are any perceived slippages on the time-lines, IA would deploy additional manpower, free of any additional charges.
- d) IA will make the best effort to ensure that the quality of deliverables meets the expectations.
- e) The deliverables will be accepted only if IA confirm to the specifications as laid down in this Scope of Work and RFQ. Deliverables of the IA will be considered to have been formally accepted only after the Department

communicates so in writing. Any queries regarding the deliverables will have to be answered by the IA within 5 working days.

- f) IA will share all intermediate documents, drafts, reports, surveys and any other item related to this assignment. No work products, methodology or any other methods used by the IA should be deemed as proprietary and non-shareable.
- g) IA will conduct the workshop, prepare presentations and resource material and document the proceedings of the workshop.
- h) IA shall organize weekly/fortnightly review meetings to review functionality issues and progress of work. The frequency of meetings will be intimated by the IA in consideration of requirements in the interest of the project.

5. Professional Fee

The total contract value is INR <Contract Value in Figure> (<Contract Value in Words>), inclusive of all taxes and duties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by:

Date:

Name: <Department's Nodal Officer>

Place: Guwahati

<Designation of Department's Nodal Officer>

(Authorized Signatory of the DEPARTMENT)

Signed by:

Name:

Date:

Place:

Selected Agency's Representative's name,

<Selected Agency's Name>

(Authorized Signatory of Implementation Agency)

Witnessed by:

Signature

Name & Designation

Organization

- 1.
- 2.
- 3.