

**Faculty of Engineering
Dayalbagh Educational Institute
Dayalbagh, Agra - 282005**

**CONTRACT FOR GATE TRAINING
FY 2018-19**

**Dayalbagh Educational Institute
December 5, 2018**

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
TIME-BASED PAYMENTS
(IBRD/IDA FINANCED)**

CONTRACT

THIS CONTRACT ("Contract") is entered into this day of the month of ,, by and between **Faculty of Engineering, Dayalbagh Educational Institute Dayalbagh Agra**("the Client") having its principal place of business at **Dayalbagh Agra 282005**, and **THE GATE COACH** ("the Consultant") having its principal office located at **28, Jia Sarai, Hauz khas, Near IIT, New Delhi-16, New Delhi, New Delhi, 110016**.

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.
2. **Term** The Consultant shall perform the Services during the period commencing **05-Dec-2018** and continuing through **31 Mar 2018**. Services for III year students will be available till GATE 2020.

3. **Payment** A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of **33,35,400 (Thirty Three Lakh Thirty Five Thousand Four Hundred Only)**. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

K. Hans Raj

Dr. D. Bhagwan Das
Coordinator, TEQIP-III
Deptt. of Electrical Engg.
Faculty of Engineering,
D.E.I. Dayalbagh
Agra-282005, INDIA

GA

P.V.S.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent¹(or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates."

C. Reimbursable

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

- (i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) such other expenses as approved in advance by the Client's coordinator.²

D. Payment Conditions

50% payment shall be made on receipt of subscription material (books, videos and test series login ids) and invoice. 50% payment would be made in the 4th quarter of FY 2018-19.

4. **Project Administration**

A. Coordinator

The Client designates Mr./Ms. **Prof. D. Bhagwan Das** as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets

During the course of their work under this Contract, including field work, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records

¹ Select the applicable rate and delete the others.

² Specific expenses can be added as an item (iii) in paragraph 3.C.

K. Hans Raj

Dr. D. Bhagwan Das
Coordinator, TEQIP-III
Deptt. of Electrical Engg.
Faculty of Engineering,
D.E.I. Dayalbagh
Agra-282005, INDIA

Dr. D. Bhagwan Das

relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. **Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. **Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
7. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.³
8. **Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
10. **Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
11. **Law Governing Contract and Language** The Contract shall be governed by the laws of Government of India, and the language of the Contract shall be³English
12. **Dispute Resolution⁵** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

FOR THE CLIENT

FOR THE CONSULTANT

K. Hanu Raj

P.V.C. 

- DEAN**
Faculty of Engineering,
Dayalbagh Educational Institute
Deer Park, A.P.S.R.A.
- ³ Restrictions on the use of these documents and software, if any, shall be specified at the end of Article 7.
 - ³ The law selected by the Client is usually the law of its country. However, the Bank does not object if the Client and the Consultant agree on another law. The language shall be English, French, or Spanish, unless the Contract is entered into with a domestic firm, in which case it can be the local language.
 - ⁵ In the case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 12: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

K. Hanu Raj

Dr. D. Bhagwan Das
Coordinator, TEQIP-III
Deptt. of Electrical Engg.
Faculty of Engineering,
D.E.I. Dayalbagh
Agra-282005 INDIA

P.V.C. 

Signed by _____

Signed by _____

Title: _____

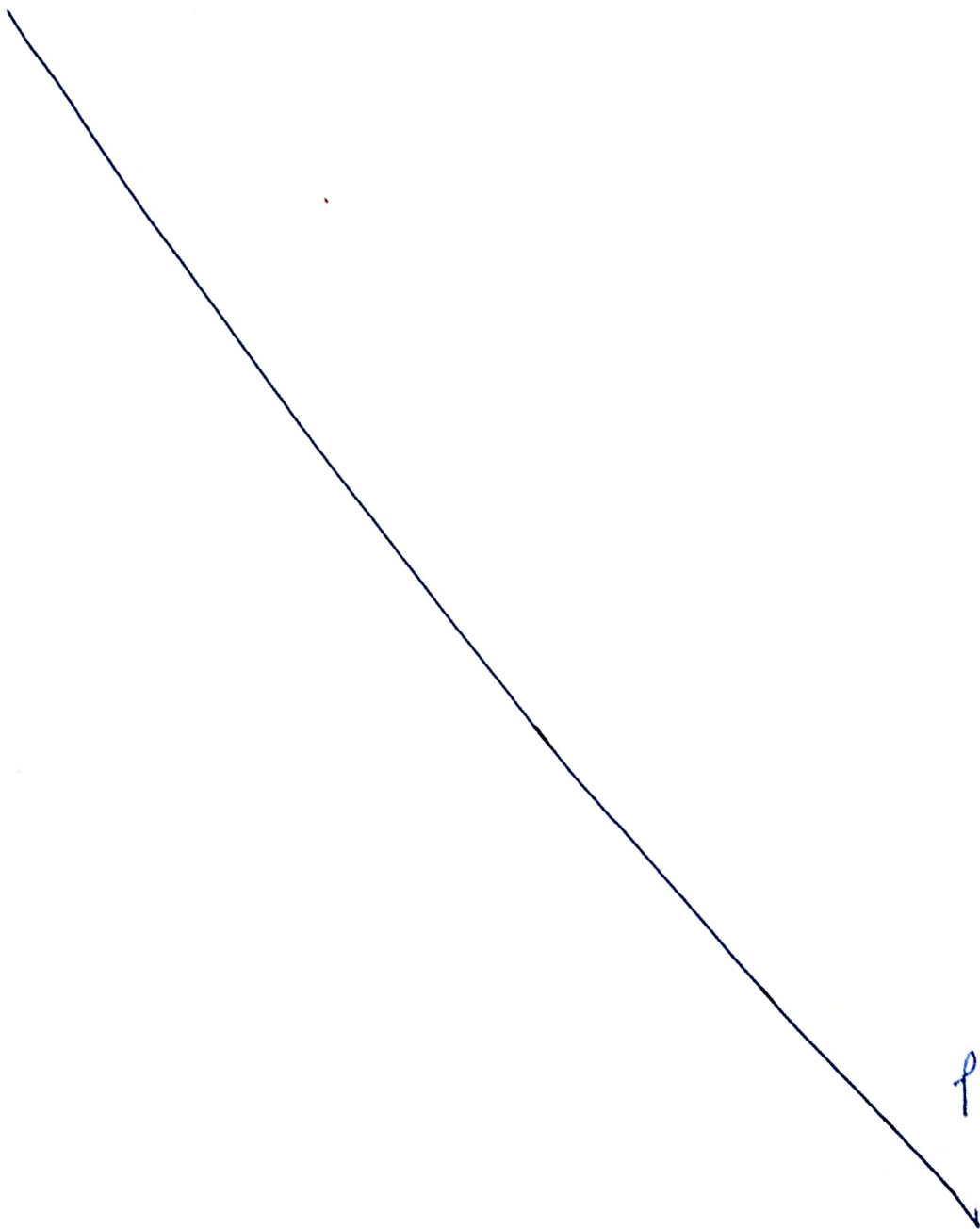
Title: _____

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Reporting Obligations

Annex C: Cost Estimate of Services, List of Personnel and Schedule of Rates



pv

K. Hanu Raj

Dr. D. Bhagwan Das
Coordinator, TEQIP-III
Deptt. of Electrical Engg.
Faculty of Engineering,
D.E.I. Dayalbagh
Agra-202005, INDIA

DA

ANNEX-A

CONSULTANT WILL PROVIDE VIDEO LECTURES TO EACH AND EVERY STUDENT

CONSULTANT WILL PROVIDE HARD COPY OF STUDY MATERIAL TO EACH AND EVERY STUDENT

CONSULTANT WILL PROVIDE ONLINE TEST SERIES OF 25 TESTS TO EACH AND EVERY STUDENT

VALIDITY OF THIS PROGRAM FOR FINAL YEAR STUDENTS WILL BE TILL GATE 2019 AND FOR
3RD YEAR STUDENTS VALIDITY WILL BE TILL GATE 2020.

R. Hans Raj

Dr. D. Bhagwan Das
Coordinator, TEQIP-III
Dept. of Electrical Engg.
Faculty of Engineering,
L. N. Dayalbagh
a-282005, INDIA

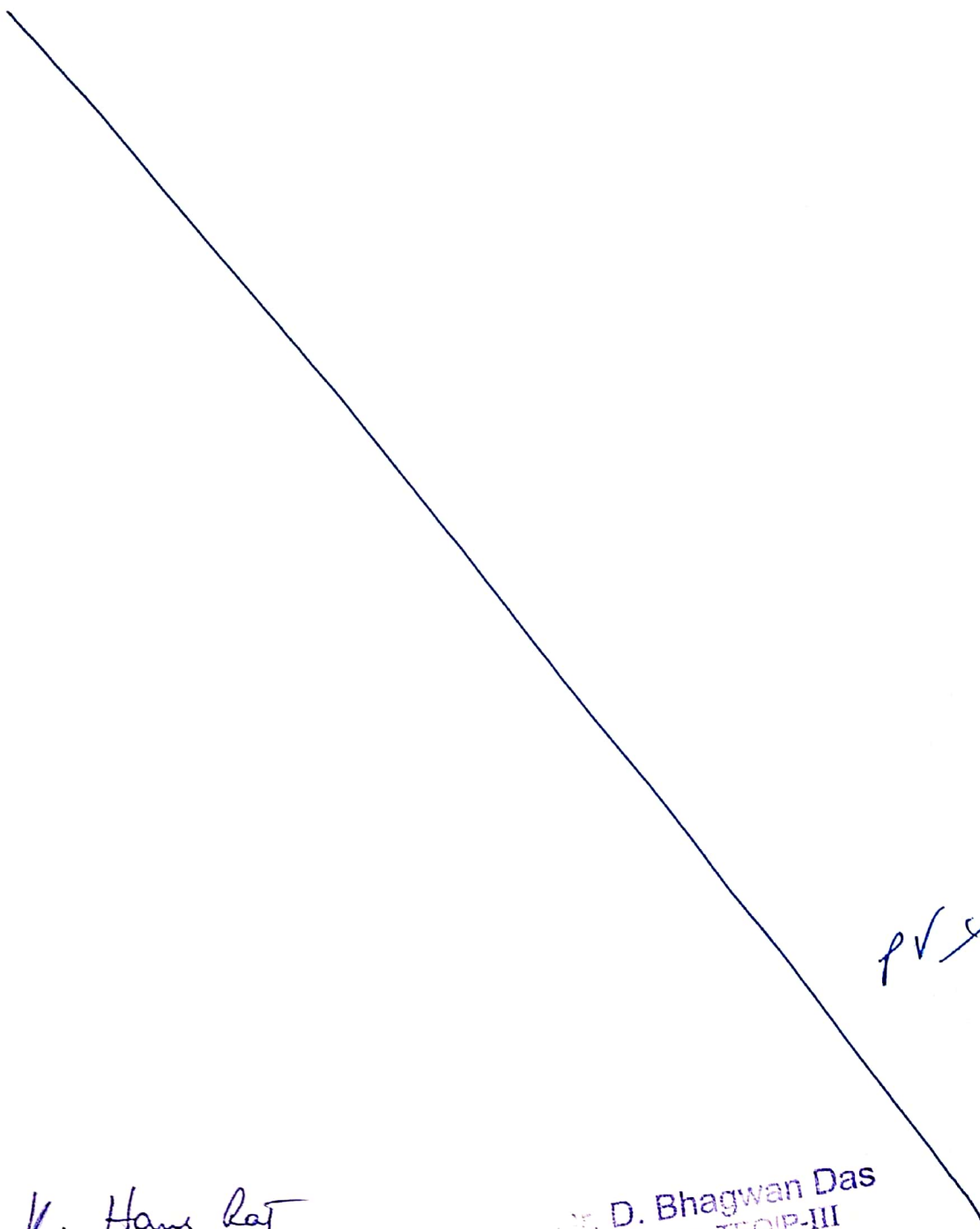
P.V.S

AAV

ANNEX-B

Consultant's Reporting Obligations

1. Consultant will take zeroth level test and report the result to the college
2. Consultant will take final test and report the result to the college
3. Consultant will provide all the test series result to the college.



PVSE

K. Hanu Raj

Dr. D. Bhagwan Das
Coordinator, TEQIP-III
Deptt. of Electrical Engg.
Faculty of Engineering,
D.E.I. Dayalbagh
Agra-282005, INDIA

DBD

ANNEX C

Cost Estimate of Services, List of Personnel and Schedule of Rates

This course will include study material. Mock Test series and Video Lectures.

Sr.No.	Subjects/Discipline	Approx. Number of Students	Training Cost Per Student(Rs.)	Taxes, if any (Rs.) 18% GST	Total Cost per Student (Rs.)
1	Civil Engineering	90	8314	1496	9810
2	Mechanical Engg.	90	8314	1496	9810
3	Electrical Engg.	75	8314	1496	9810
4	Electronics & Comm. Engg.	25	8314	1496	9810
5	Computer Sc. Engg. & IT	60	8314	1496	9810
	TOTAL	340			9810

Total cost per student Rs. 9810 /- (Nine Thousand Eight Hundred and Ten Only)

Total cost will be Rs. 33,35,400 (Thirty Three Lakh Thirty Five Thousand Four Hundred Only).

K. Hans Raj

Dr. D. Bhagwan Das
Coordinator, TEQIP III
Deptt. of Electrical Engg.
Faculty of Engineering,
Dayalbagh
Agra-282005, INDIA

P.V.S.

SK