

नागालैण्ड NAGALAND

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FACILITIES AGREEMENT

THIS FACILITIES AGREEMENT ("this Agreement") is made effective as of the Effective Date (specified in Schedule 1) by and between Tata Consultancy Services Limited, a company incorporated under the laws of India, with its corporate office located at TCS House, Raveline Street, 21 D. S. Marg, Fort, Mumbai 400001, hereinafter referred as 'TCS' (which expression shall include its successors and assigns) and the Party specified in the Schedule 1 to this Agreement hereinafter referred as a 'LISP' (which expressions shall, unless the context requires otherwise, includes its successors and permitted assigns) for end to end infrastructural support for work as defined in the Scope of Services below. In this Agreement, TCS and LISP are collectively referred as "Parties" and individually as a "Party".

WHEREAS:

- TCS has certain shared software applications ("TCS Application System") which will be accessed/used by its customers ("Services");
- TCS needs certain infrastructure and facilities for delivering the Services to its Customer(s) effectively and LISP agreed to provide such Infrastructure and Facilities ("Facilities");

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions:-

"Authorized Personnel" means only those individuals (working for and on behalf of TCS), who have a bona fide need to have access to Facilities in connection with the use of Services by Customer under this Agreement.

"Confidential Information" shall mean and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers that may be received or obtained by the Receiving Party as a result of this Agreement.

"Customer" shall mean the customer or customers of TCS to whom TCS is required to render Services from or using the Facilities.

"Facilities" shall mean the facilities as set out in Clause 1 on Schedule 2

"LISP" shall mean Local Infrastructure LISP.

"Location" shall mean the locations or places of the LISP as specified in Schedule 1 where the Facilities shall be made available to TCS.

"LISP Hardware" shall mean the hardware listed in Clause 2 in Schedule 2 and made available by the LISP to TCS for use during the Usage Period communicated by TCS.

"Term" shall mean the term as set out in the Schedule 1.

TCS Proprietary and

Principal
Public Civil Engineer
Phok, Nagaland
Pin-797106



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"Usage Period" - For LISP Hardware, It is the period when TCS shall utilize the Facilities for its business requirement which shall be notified under the relevant Work Order by TCS to the LISP. In case of a change in the Usage Period, such revised Usage Period shall be notified by TCS from time to time through a written notice to the LISP.

Scope of Service:- TCS requires an end to end Infrastructural support to use the Facilities as set out in Clause 1 of Schedule 2 during the Usage Period for the Term of this Agreement. This Agreement is to ensure outsourcing of the work for conduct of the exam however the consideration for the same is being determined on usage basis of the facilities used as per Clause 3 in Schedule 2. From time to time TCS shall notify the LISP of its requirement to use the Facilities prior to the commencement of the Usage Period. This will be done by TCS by issuing specific Work Orders. Facilities shall be made available for exclusive use of TCS during the Usage Period as communicated by TCS. TCS has the right to postpone the Usage Period which shall be notified to the LISP as stated in this Agreement. LISP understands and agrees that time is of the essence of this Agreement and in the event of non-availability of the Facilities during Usage Period; TCS and its Customers would incur irreparable loss and damage both financial and reputational. LISP acknowledges that LISP shall make good such loss suffered by TCS and its Customers.

1. This Agreement is on a principal-to-principal basis between the Parties hereto. The LISP shall perform all the Services hereunder as an independent LISP and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the Parties hereto or any affiliates thereof or to provide either Party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other Party. The LISP acknowledges that its rendering of the Services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of TCS or affiliate thereof.
2. **Term and Renewal:-** This Agreement is effective during the Term as set out in Schedule 1 unless terminated earlier in accordance with the provisions of this Agreement.
3. **Obligations of the LISP:-**
 - a) LISP shall make available the Facilities in working condition to TCS for the Usage Period throughout the Term. LISP shall allow free access to the Location and the Facilities to TCS and its Customers and shall assist and co-operate with TCS to enable TCS to render Services to its Customers.

For LISP	For TCS
Enter the name of the LISP with full address: PHEK GOVERNMENT COLLEGE PHEK ,NAGALAND,797108	Communication Address: Olympus A, Opposite Rodas Enclave, Hiranandani Estate, Ghodbunder Road, Patlipada, Thane West, Maharashtra 400607
Tel: 8837498693	With copy to Deputy General Counsel Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai- 400001
Fax number: _____	Tel: + 91 22 67789008
For the attention of: DR.VIZOVOL MEKRO	Fax number: NA
	For the attention of: Venguswamy Ramaswamy

Severability: The Parties acknowledge and agree that if any of the provision of this Agreement is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Agreement and the remaining provisions of this Agreement shall remain valid and enforceable.

Non-Assignment: Neither Party shall assign or transfer its rights and obligations under this Agreement without the prior written consent of the other Party

Publicity: The LISP shall not use the name and/or trademark/logo of TCS, its group companies, subsidiaries or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of TCS.

Waiver: No delay or failure of any Party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any Party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Agreement neither Party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that Party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.


Entire Agreement: This Agreement contains the entire understanding of the Parties with regard to provision of the Services and supersedes all previous correspondence, proposals, representations, agreement or memorandum of understanding. Any amendment, modification, change or revision to this Agreement shall be by way of mutual agreement between the Parties hereto and which shall be made in writing.

Non Exclusive Agreement: This Agreement is on a non-exclusive basis and the LISP shall not have any exclusive right to provide the Services to TCS. TCS shall be free to engage any other LISP/s or may entrust services similar to the Services or any part thereof to any other person/s.

TCS Supplier Code of Conduct: The business engagement of TCS with supplier is regulated by the TCS Supplier Code of Conduct. All agencies dealing with TCS like the LISP are also bound by the said TCS Supplier Code of Conduct. The LISP agrees to at all times abide by the said Code and shall promptly inform TCS of any breach or threatened breach of the Code by any person by informing to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of TCS. TCS, in turn, undertakes that it will maintain confidentiality of such communication received. Violations and concerns can be reported confidentially via email to corporate.ethics@tcs.com. The TCS Supplier Code of Conduct can be viewed at <https://www.tcs.com/content/dam/tcs/pdf/discover-tcs/about-us/TCS-Supplier-Code-of-Conduct.pdf>

Precedence: If there is any conflict among any elements of the Agreement, the descending order of precedence will be (unless expressly stated otherwise for any particular Agreement): Services Agreement, Annexes, Purchase Order, Delivery Order.

Authority to Sign: Each person signing the Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver the Agreement.


 (DR. VIZOVOL MEKRO)
 Principal
 Phek Govt. College
 Phek : Nagaland
 Pin-797108

IN WITNESSES WHEREOF the parties have signed this Agreement on this date, month and year first above written in the presence of following Witnesses:

LISP Name **BRIGHT LAND TECHNOLOGY**

By: _____

Name: DR.VIZOVOL MEKRO

Title: PRINCIPAL

TATA Consultancy Services Ltd.

By: _____

Name: Mr. Venguswamy Ramaswamy

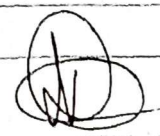
Title: Global Head - TCS iON



(Dr. VIZOVOL MEKRO)
Principal
Phak Gany Village
Phak Nagaland
Pin-797108

SCHEDULE 1**SCOPE OF SERVICES**

S. No	Scope Details	Details
A	Test Center Details	
1	LISP Name	PHEK GOVERNMENT COLLEGE
2	Nature of Incorporation of LISP	GOVT COLLEGE
3	Incorporation Number	NA
4	CIN /Registration Number	NA
5	Invoicing Entity	PHEK GOVERNMENT COLLEGE
6	Registered office address	PHEK GOVERNMENT COLLEGE PHEK ,NAGALAND,797108
7	Authorized Signatory Details	
7.1	Name	DR.VIZOVOL MEKRO
7.2	Designation	PRINCIPAL
7.3	Email id	Merenjamir1878@gmail.com
7.4	Contact #	8837498693
7.5	Aadhaar #	710038820899
8	Vendor Registration	NA
8.1	Service Tax Number	NA
8.2	GST #	NA
8.3	Tan #	NA
8.4	PAN #	NA
8.5	PAN Copy Attached	YES
8.6	Name of the Bank	STATE BANK OF INDIA
8.7	Bank Address	SBI,BETHANY 1 COLONY ,PHEK TOWN ,PHEK 797108,NAGALAND
8.8	Bank Account Number	34939940322
8.9	NEFT/RTGS Code	SBIN0002610
8.10	Copy of cancelled bank cheque attached	YES
9	Contact Term	3 Years/1 Year
10	Effective Date	21/01/2021
11	Spoc Details	
11.1	Spoc Name	DR.VIZOVOL MEKRO
11.2	Spoc Designation	PRINCIPAL
11.3	Spoc Contact Number	8837498693
11.4	Spoc Email ID	Merenjamir1878@gmail.com
B	Venue Details	
1	Exam / Location Name	PHEK GOVERNMENT COLLEGE
2	Exam / Location Full Address	PHEK GOVERNMENT COLLEGE PHEK ,NAGALAND,797108
3	Exam Location City with Pin code	PHEK, 797108
4	Distance of nearest Bus Stop from Centre	0.500 KM
5	Name of nearest Railway Station to the Test Centre	DIMAPUR


 DR. VIZOVOL MEKRO
 Principal
 Phek Govt. College
 Phek, Nagaland
 Pin-797108

S. No	Scope Details	Details
6	Distance of nearest Railway Station from	200 KM
7	Distance & address of nearest Fire station	300KM , PHEK - 797108, NAGALAND
8	Distance & address of nearest police station	2 KM,
9	Total no. of seats available in the Campus/at the premises	12
10	Total no. of seats offered for booking	12
B	Venue Details	
11	The days on which the venue shall be exclusively provided to TCS ION	WEEKEND DAY
12	LISP shall provide written confirmation of center within 48 hours of receiving written request placed by TCS ION	YES
C	ION Team Details	
1	Name & Employee Number of ZOM	767105, VINAYAK BANDYOPADHYAY
2	ROM Emp # & Name	1223247, ANAMIKA DEY
3	City Head Emp # & Name	1363200, PRAKASH KUMAR SINGH
4	Power Auditor Emp # & Name	1033485, BITTU KALITA
5	Network Auditor Emp # & Name	1038862 MRIGANKA KHANIKAR
6	Physical Audit closure date	21/01/2021

SCHEDULE 2

S. No	Facilities	Please tick mark Yes/No
	Below mentioned Facilities shall be provided at Location as defined in Schedule 1. Facilities shall be inclusive but not limited to the following listed:	
A	General Facilities	

Furnished IT lab/s with furniture/partitions	Class No.	No of Seats/P C in each lab	Block	Floor	No of Seats	Handicap Reserved Seats	Count of washrooms on same Floor	No of CCTV Camera in Lab	Drinking Water Availability
Lab 1		12		2nd	12		1	0	Yes
Lab 2									
Lab 3									
Lab 4									
Lab 5									
Lab 6									