

Work Order

Order No	: 016/15-01-2022/21-22/VS/Pvt.	Date:	15-01-2022
Requester	: Vikram Sharma	Buyer:	TechRamp Professional Services Pvt. Ltd.

<u>Please Dispatch invoice to:</u> TechRamp Professional Services Pvt. 403, Bldg No.9, Shubharambh Towers, Tikujiniwadi Rd, Manpada, Thane W, Maharashtra – 400 610	<u>Vendor/ Partner/ Consultant</u> Krishna Deshpande
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Sr #	Item	Units	Per Unit	Total Amount
1	Technical Interviews for MS Stack	9	Rs. 800/-	Rs. 7,200/-
Total Amount				Rs. 7,200/-
Details				
Training Dates	January 2021			
Timings				
Contact Person and Number	For Delivery: Shiju John Cherian – 9930864601			
Training Venue Address	Online			

Dear Sir/ Madam,

You are aware that your services are retained for the aforesaid period of **7(Seven)** Interviews & assessment days on temporary basis and you are not entitled to claim any permanency of employment. Your services are retained on the following terms and conditions:

Terms of Business:

Training will be delivered on agreed contents and as per schedule which has been delivered to you in advances and are acceptable to you. The interviews would be conducted at **Online via MS Teams**.

General

1. You are requested to be present at the given venue atleast 30 minutes before the start of the training. This will allow you to certify the setup/preparations done and/or communicate changes, if any, on the same.

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GST NO : 27AAECT9429K1ZR
Company's PAN No - AAECT9429K
CIN-U74999MH2014PTC252645

2. You need to conduct pre-test (if applicable), attendance, feedback and assessment and the share the reports with the training team on/before completion of the training. Please note that invoices cannot be processed without receipt of these documents.
3. You will be required to share reference material either in soft copy or hard copy format as pre-decided with the training team. The same should be shared within a week of completion of the training.
4. All details pertaining to TECHRAMP and/or our client will be strictly for this training purpose and will be kept strictly confidential.
5. For this training requirement you would be going ahead with TechRamp Professional services only.
6. The contents, participant's background and general guidelines have already been shared with you. You will report for the training on time and will conduct yourself in an extremely professional manner.

Cancellation

7. In case after confirmation, you are not able to provide services you will have to notify the training department at least 2 working days in advance.

Feedback

8. Candidates undergoing the training are required to submit their feedback on various aspects of the training through the feedback form.
 - a. You are required to attain minimum 80% favorable feedback.
 - b. In event the candidate's feedback is not favorable; you need to abide with the mandate passed on by customer and TECHRAMP pertaining to payments.

Payment

9. Payments will be issued within 45 days of receipt of duly signed hard copy of invoice by us, post successful completion of the training and subject to the Condition No 8 above mentioned.
 - a. Invoice to be raised only on self's name or your company name
 - b. Signed copy of this PO should be attached to the Invoice
 - c. Invoices will be sent to the respective training coordinators.
 - d. Please mention your Mailing Address, Contact Number, Work Order Number, PAN Card & Service Tax number if applicable in Your Invoice.
 - e. Failing to the above details the invoice shall stand void and would require resubmission
 - f. Invoice should be received by us within 10 days of completion of training
 - g. TDS would be deducted as per Govt. norms if and when the total amount invoiced to TECHRAMP in a single Financial Year exceeds INR 30,000/-. This deduction would be done immediately on the total amount till date and on individual invoice amounts thereof
 - h. Payment would be done on the same name as mentioned in the invoice
 - i. Payment would be made by Cheque and would be couriered to your mailing address mentioned in the invoice by you.

NO REIMBURSEMENTS shall be processed in any situation, if appropriate / supporting bills not attached.

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Escalations

10. For any training/ client/ any other related issues contact your Account Manager / The person sending this PO
11. For any payment related issues please contact on +91 9819323675

Risk Clause

In case if the training gets cancelled by the client due to any of unforeseen circumstances such as "feedback issues by the participants" or "participants' no-show during the trainings "because of which the training cannot be completed. The client has the right to cancel the training at that moment. In that case client cannot be made liable for the payments against this training agreement.

Force Majeure:

Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts include, but are not limited to, acts of God, strikes, walkouts, riots, acts of war, acts of terrorism, epidemics, governmental regulations, power failures, earthquakes, or other disaster.

Confidentiality:

a) The Parties acknowledge that it or its employees may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information which is proprietary to or confidential to the other Party or its affiliated companies or their clients or to third parties to whom the Party owes a duty of confidentiality. Any and all non-public information of any form obtained by the Parties or its employees in the performance of this Agreement shall be deemed to be confidential and proprietary information. The Parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third parties or to use such information for any purposes whatsoever other than the provision of Services as contemplated by this Agreement and to advise each of its employees who may be exposed to such proprietary and confidential information of their obligations to keep such information confidential.

b) This provision shall survive termination and expiration of the Agreement.

Insurance:

Trainer shall at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement, health or accidental insurance to cover Trainer or Trainer's agents and in the minimum amount(s) as are required generally in the industry, with responsible insurance carriers duly qualified in those states (locations) where the Services are to be performed, covering the operations of Trainer, pursuant to this Agreement.

Indemnity:

The Service Provider agrees to indemnify, defend and hold harmless TechRamp, its respective officers, directors, employees and agents, from and against any claims, demands, loss, damage, liability, causes of action, judgments, or costs and expenses of every nature (including attorney's fees and expenses) related to: (i) bodily injury, death of any person, or damage to property resulting from any act or omission of the Service Provider; (ii) any claim that the Materials furnished or delivered under this Agreement or use thereof by TechRamp infringes or misappropriates any copyright, trade secret, or other proprietary or confidentiality right of any third party; (iii) any actual or threatened breach by the Service Provider of its confidentiality obligations under this Agreement; and (iv) any violation of applicable laws, rules and regulations by the Service Provider.

Arbitration:

This Agreement represents the entire understanding and agreement of the parties and supersedes all prior communications, agreements, and understandings relating to the subject matter hereof. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both the

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parties. This Agreement may not be assigned by any party without the prior written consent of the other party. This Agreement shall be exclusively governed by and construed in accordance with the laws of India and the parties hereby submit to the exclusive jurisdiction of the courts of Mumbai.

For **TECHRAMP Professional Services Pvt. Ltd.**

(Vikram Sharma – Director)
Authorized Signatory

I have gone through all the terms and conditions and have understood all the implications thereof. I agree to the above terms and conditions and in token of my acceptances I hereby affix my signature to this document.

Trainer/Vendor Name : <Vendor Name>

Trainer/Vendor Signature :

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