



मध्य प्रदेश MADHYA PRADESH

AM 508926

AGREEMENT

This agreement is made on this 21 day of September, 2016 at Sagat,
Madhya Pradesh, by and between

M/s. ITI Limited, a Government of India ~~Government~~ incorporated, registered and
regulated under the Company's Act 1956 of India with Corporate Identity No.
L32202KA1950GO1000640, having its registered & corporate office at ITI Bhavan,
Doorvaninagar, Bangalore-560016 & one of its Regional Office at 201-202 Rohit House,
3 Tolstoy Marg, New Delhi -110001 represented by its authorized signatory Mr. J.P. Tripathi,

[Signature]

For and on behalf of
M/s. ITI Limited
Authorized Signatory

Chief Manager- Marketing & HR, hereinafter referred to as "Contractor/Supplier/ITI Ltd" (which expression shall, unless it is repugnant to the subject or context there of mean includes its successors in interest and permitted assigns etc) of the FIRST PARTY.

AND

Dr. Harisingh Gour Vishwavidyalaya, Sagar (hereinafter called the University/ Customer/ DHSGSU) which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives of the SECOND PARTY.

The Parties hereto shall hereinafter be collectively referred to as Parties and individually as Party whereas ITI Ltd as a supplier of Educational ERP Product Integrated University Management System Solution, hereafter referred to as 'IUMS') has agreed with the University to supply the components of IUMS, in accordance to the University's Letter No. (work-order No. of IUMS) referred as ITC

ell/2016/183/7, Dated 19-08-2016

Terms and Conditions:

1. **Scope of work :-** The work to be executed with DHSGSU will be as per following :

Following Modules to be implemented in Phase-I regarding IUMS

(A) Group I (Examination & Student Life Cycle)			
S. No.	Name of Module	Quantity	Price
1.	Pre Admission	1	18,81,000.00
2.	Fees Management System	1	11,38,500.00
3.	Admission & Academics	1	44,55,000.00
4.	Pre Examination Module	1	21,78,000.00
5.	Examination Management & Result Processing	1	54,45,000.00
6.	Self service portal for Students	1	17,82,000.00
GROUP TOTAL			1,68,79,500.00

(B) Group II (Administrative)			
S. No.	Name of Module	Quantity	Price
1	Establishment	1	11,88,000.00
2	Leave Management	1	10,89,000.00
4	Physical file tracking System	1	11,88,000.00

Store & Purchase	1	17,32,500.00
Self Service Portal for Employees	1	13,86,000.00
GROUP TOTAL		76,72,500.00

(C) Group III (Finance)			
S. No.	Name of Module	Quantity	Price
1.	Financial Accounting & Audit	1	18,81,000.00
2.	Budget Management	1	10,89,000.00
3.	GPF & Pension	1	11,88,000.00
4.	HRMS & Payroll	1	18,81,000.00
5.	Bill submission & Tracking Management	1	11,88,000.00
6.	Assets & Estate Management	1	16,83,000.00
	GROUP TOTAL		89,10,000.00
GRAND TOTAL OF ALL MODULE COST (A+B+C)			3,34,62,000.00
OTHER/IMPLEMENTATION CHARGES			
Cost of implementation (for SRS, GAP Analysis, UAT and Training) for 3 groups of six modules each			39,00,000.00
Cost of Customization (10% of total module cost)			33,46,200.00
Cost of hosting on ITIL server/ Cloud for one year			36,00,000.00
TOTAL OF OTHER/IMPLEMENTATION CHARGES			1,08,46,200

Total Module cost Phase I (Group-I,II & III) : Rs. 3,34,62,000.00

Tax (Vat. @5%) : Rs. 16,73,100.00

TOTAL OF OTHER/IMPLEMENTATION CHARGES: RS. 1,08,46,200.00

Tax (Service Tax @15%) : Rs. 16,26,930.00

Grand Total (Inclusive of Taxes) Rs. 4,76,08,230.00

(Four Crore Seventy Six Lakhs Eight Thousand Two hundred Thirty Rupees Only)

[Signature]



Payment - It will be released by the University from time to time on submission of Original Bill(s), receipt, and Delivery Challan(s) as submitted by ITI Ltd and DHSGSU shall clear the payment within 30 days of the receipt thereof.

Payment Terms:-

- 90% on the supply of IUMS modules licenses (Rs. 3,34,62,000.00) plus cost of hosting of IUMS on ITI Ltd. Server / Cloud for one year (Rs 3600000.00) and Tax component of the order value shall be paid on delivery of IUMS license.
- 50% of Implementation & GAP cost will be provided after SRS & GAP approval and remaining 50% cost is payable on finishing the implementation exercise. ✓
- After successful installation & commissioning the remaining cost of implementation, cost of customization and 10% of IUMS licenses cost shall be paid with due satisfactory certification from the University.

All applicable tax on the entire Invoice Value shall be payable along with payment towards IUMS licenses (90% payment instance).

Performance Bank Guarantee: The ITI Ltd. shall furnish a performance guarantee of 5% value of the work-order released by DHSGSU.

Taxes & Duties: All applicable Taxes & Duties shall be charged extra, as per the regulations prevailing at the time of billing.

Total Customization Time : M/s ITI Ltd. shall ensure the customization and implementation (User Acceptance Testing- UAT) of IUMS shall commence within 180 working days from the signing of the MOU. If there is a GAP, customization and/ or enhancement or modification required in IUMS from the University, the same shall be treated as additional requirement and would be on chargeable basis as per ITI's proposal

7. Warranty : M/s ITI Ltd. Shall furnish a warranty for satisfactory functioning of IUMS for Ninty Days from the date of successful implementation. If during this period of warranty, the ERP Product develops any defect due to any negligence of ITI, the same shall be rectified by M/s ITI Ltd. at earlier cost. However, if there is an-enhancement or modification in customization request in IUMS from the University, the same shall be treated as a change request and would be on chargeable basis.

8. Boarding : Accommodation may be provided by the University to the professional of ITI Ltd. on rent as per the University norms during Implementation & AMC period.

9. Project Monitoring : There shall be a project monitoring committee to be constituted jointly by M/s ITI Limited and DHSGSU to ensure expeditious completion of the project/ solution and for removal of any delay in the execution of the project

10. Penalty : If M/s ITI Limited fails to complete the task as per schedule DHSGSU may impose penalty and liquidation damages @ 0.25% (decimal two five) per day, maximum of 5% of the total value of the order. The failure however

Signature
Registrar

should have been resulted only due to reasons solely attributable to the ITI Ltd. and DHSGSU's no act or omission contributing to such delay and in such event only.

Technologies and Resource Provisioning for Customization of ERP Product and its Platform: M/s ITI Limited will ensure that the technologies for customization of IUMS and platform shall be as per the proposal submitted on 8-6-16 (e-mail version)/opened-23-6-16, accepted by the University.

For timely execution of the project University will provide system software, hardware, required approvals/ suggestions and Users for training as per schedule.

12. **Project Implementation Plan and Methodologies:** M/s ITI Limited will ensure implementation of methodologies, as per details provided in proposal accepted by the University.

13. **Training:** M/s ITI Limited will provide cost free full training of the IUMS usage as well as administration to technical employees of the DHSGSU and module wise training to the concerned employees of the related module(s) in the University HQ at, Sagar, MP.

14. **Annual Maintenance Cost:** The AMC beyond the contractual period i.e after 90 days warranty period will be 18% annual of the basic cost of modules, for the next five years. However, it will be payable 50% in advance. During AMC, the ITI Ltd. shall provide support for all bug fixation issues. One qualified engineer will be stationed at DHSGSU by the ITI Ltd. during the AMC period.

15. M/s ITI Limited will be responsible for correct & satisfactory functioning of the IUMS applications, without any programming bug, during the warranty and AMC contract period. The ITI Ltd. will provided full time prime shift support to the University in all working days (means all the University's working days, excluding Holidays/ National holidays as notified by the University) and as per need to ensure the efficient day-to-day functioning of IUMS.

17. The implementation is inclusive of SRS, GAP analysis, handholding for 3 months and proposed training to the identified stakeholders (duly nominated by the University), for the said modules.

18. University shall designate a Project Manager who will take the responsibility of coordinating University's all activities related to this Project and will act as the main interface between University's & ITI Ltd..

19. University shall provide specific and detailed information concerning the University workflow, procedures and transaction volumes as they relate to use of the IUMS.

20. University shall arrange Computer Projector, Whiteboard etc., for providing training to users of the University.

21. Bill to be submitted by ITI Ltd. in triplicate, in consonance with the proposal submitted to the University.

~~Governing Law:~~ The interpretation, construction and performance of this Agreement shall be governed exclusively by the laws of the State of Madhya Pradesh, Sagar District.

~~The Parties shall endeavor to settle any disputes arising under or in relation to this Agreement in good faith by discussion in a spirit of understanding and cooperation. In the event of differences whatsoever arising between the Parties regarding this Agreement it shall be referred to the Arbitration Tribunal constituted by the Parties.~~

21-8-2016

Signature

arbitration in accordance with the arbitration act of 1996 and the venue shall be Sagar, MP. The arbitration Tribunal shall consist of single arbitrator to be appointed jointly by parties hereto within 30 days of the notice to this effect. The language of the arbitration shall be English.

Installation and Satisfactory working of RUMS shall be ensured by ITI Ltd. and certificate to this effect shall be issued by the concerned official duly nominated by the Project Committee of DHBSGU.

Force Majeure. If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (herein after referred to as 'events'), provided notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages or any relief against the other in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 90 days, both parties will consult each other regarding the revision of the contract on agreed equitable terms or otherwise devise future course of action. Each party shall bear its costs & losses arising out of or on account of such force majeure.

26. Non-Waiver : No term or provision of this agreement shall be deemed waived and no breach thereof shall be deemed excused, unless such waiver or consent is given in writing and signed by the University official, to have waived or consented. No consent by any party to, or waiver of, a breach by the other, whether express or implied, shall constitute consent to, waiver of, or excuse for, any different or subsequent breach.

27. Notice : Any notice, request, demand, approval, consent or other communication provided or permitted hereunder will be in writing and given by personal delivery or sent by registered mail or fax, and / or email to be party for which it is intended at its address as follows:

For University : Dr. Harisingh Gour Vishwavidyalaya, Sagar, Madhya Pradesh, 470003

For ITI Ltd. : ITI Ltd. 201-202, Rohit House, 3, Tolstoy Marg, New Delhi- 110001

28. Amendments to agreement: No amendment to this agreement shall be effective unless it is in writing, mutually agreed upon and signed by duly authorized representatives of the Parties.

29. Liability and Indemnification:

(i) The ITI Ltd shall submit a certificate of reasonability of rates quoted by ITI Ltd.

(ii) Neither of the parties will be liable to the other for any indirect, incidental, consequential, special, punitive or exemplary damages arising out of this agreement.

(iii) However, the indemnification shall extend to the party claiming indemnification obligations, as well as any losses caused by fraud, bad faith, gross negligence, willful misconduct or either party's breach of its confidentiality obligations.

30. Confidentiality: Each of the parties hereto acknowledges that the other may have access to information of a confidential nature concerning the trade secrets or business dealing, pricing, plans, procedures, products, services or strategies of the other party, its affiliates, or third parties to whom that party owes a duty of confidence ('Confidential Information'). In receiving any Confidential Information, each of us (the 'Receiving Party') shall keep any such confidential information received from or belonging to the other or its affiliates (the 'Disclosing Party') secret and shall not:

30.1 Disclose such Confidential Information to anyone except to those of its employees, suppliers, contractors or agents who are bound by confidentiality obligations, for internal use only where disclosure is necessary to perform its obligations or exercise its rights under this Agreement; or

30.2 Use such Confidential Information other than to perform its obligations or exercise its rights under this Agreement without the prior written consent of the Disclosing Party.

30.3 The foregoing obligations do not apply to any Confidential Information to the extent that:

(i) It is or becomes generally and freely available to the public through no fault of the Receiving Party or its employees, contractors or agents; or

(ii) It can be shown to have been independently originated by the Receiving Party or communicated to it by a third party on a non-confidential basis provided that such third party did not breach a confidentiality obligation in making such communication to the Receiving Party.

In the event that the Receiving Party becomes legally compelled (or requested by an applicable regulatory body) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice (unless legally prohibited).

31. Termination : This Agreement can be terminated in the following circumstances:

(i) If either of the Party materially breaches any of representations, warranties, covenants or agreements in this Agreement or otherwise fails to perform any of material obligations in this Agreement or, the other party can send a written notice advising of the breach or failure and providing a reasonable day period for the breach or failure to be cured. If the breach or failure hasn't been cured within this reasonable period, the non-breaching party can immediately terminate this Agreement.

(ii) Either of the Party hereto may terminate this Agreement for any reason at any time, upon one month's written notice to the other party.

(iii) Either of the Party may terminate this Agreement immediately upon written notice to the other if the other party becomes or is declared bankrupt or insolvent; is the subject of any proceedings related to liquidation, insolvency, the appointment of a receiver or similar person, or makes an assignment for the benefit of all or substantially all of its creditors. Either party may also immediately terminate this Agreement upon written notice to other party if it commits any act, or is alleged to have committed any act, that aggrieved party reasonably believe could make a continued relationship between the Parties harmful to their reputation or goodwill.