

महाराष्ट्र MAHARASHTRA

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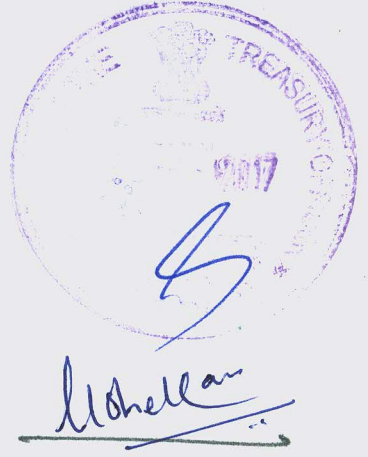
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मुद्रांक खरेदी करदाता काय, परा न काय... डॉ. अ. प. देशमुख



AGREEMENT

This agreement made on this 28 day of February, 2017 between Sant Gadge Baba Amravati University, having its office at Camp Road, Tapovan, Amravati, Maharashtra-444602 (hereinafter called the "UNIVERSITY") represented by Dr. A. P. Deshmukh, Registrar

AND

M/s. DotCOM Infotech Pvt. Ltd Amravati (hereinafter called the "DCIPL") represented by Mr. Deepak Pohekar, Director, DotCom Infotech Pvt. Ltd., 2nd floor, above SBI ADB Bank, Old Cotton Market, Amravati who is authorized to sign & execute the Agreement.

The University intends to implement Web-based Integrated University Management System to manage their Administrative & Academic related activities in a scientific and secured manner in order to bring in transparency, ease of operations and value to all stake holders. The University invited Technical and Commercial Bids from the reputed software agencies for the above referred job. In response, DCIPL had submitted Technical and Commercial Bid for the above said work. The Purchase Committee of the University selected DCIPL for entrusting the work based on quotation considering lowest rates of the organization.

Reference: Tender published on website www.sgbau.ac.in (Tender Notice No. SGBAU/2/STORE/240/2016 (Sr. No. 4), Dated: 17/11/2016) and LOI issued vide Ref. No. SGBAU/2/Store/449/2017 dt. 06.02.2017.

The Rates Finalized For The Above Referred Work Are As Under:

| Sr. No. | Module Name | Rate (in Rs.) Inclusive of all taxes |
|---------|---|---|
| 1. | Finance & Accounting Management | 1500000 |
| 2. | Asset & Estate Management | 200000 |
| 3. | BCUD Management | 500000 |
| 4. | Human Resource Management | 300000 |
| 5. | File Movement and Tracking (eFile Management System) | 300000 |
| 6. | Letter/Correspondence Movement Management | 200000 |
| 7. | Vehicle Management | 100000 |
| 8. | Legal Cell Management | 100000 |
| 9. | Roaster Management | 200000 |
| 10. | Authorities Meeting Management | 100000 |
| 11. | Self Service Portal for Employees | 200000 |
| 12. | Online Admission Process | 300000 |
| 13. | Placement Services | 200000 |
| 14. | Alumni Management | 100000 |
| 15. | Hostel & Mess Management | 200000 |
| 16. | Self Service Portal for Students | 200000 |
| 17. | Convocation Management | 200000 |
| 18. | VC & Administration Office Management | 200000 |
| 19. | Guest House Management | 150000 |
| 20. | Garden Section Management | 150000 |
| 21. | RTI Management | 150000 |
| 22. | Sports Management | 300000 |
| 23. | Ph.D. Cell Management | 300000 |
| 24. | Engineering Section Management | 300000 |
| 25. | Annual Maintenance Contract Management | 200000 |
| 26. | IQAC Management | 150000 |
| 27. | Student Welfare and NSS Activities Management | 200000 |
| 28. | Adult, Continuing Education & Extension Services Management | 200000 |
| | Grand Total (Rs.) | 7200000 |

Security Deposit

The security deposit of 5% of the value of the project (i.e. Rs. 72.00 Lakhs) shall be deposited by DCIPL to the University.

- i) Rs. 3,60,000/- in the form of Fixed Deposit Receipt No 731654 dated 27.02.2017 of Bank of Baroda.

NOW THEREFORE the parties hereto hereby agree as follows:

The following documents attached hereto shall be deemed to form an included part of this Contract: Tender document for Web-based Integrated University Management System (Tender Notice No. SGBAU/2/STORE/240/2016 (Sr. No. 4), Dated: 17/11/2016)

Terms of Reference**1. OVERALL SCOPE OF WORK****1.1 General Scope for Web-based Integrated University Management System [28 Modules]**

DCIPL is expected to ensure conformance to the requirements of the solution as per the said tender.

- 1) Implementation of a robust Application Software for handling the proposed Web-based Integrated University Management System fully configurable to the University requirements with necessary system applications and utility tools
- 2) Handling of Complete Project Management of the proposed WIUMS solution
- 3) Ability to seamlessly integrate the proposed WIUMS with other legacy systems currently available with the University
- 4) Continued Operation and trouble free maintenance of the proposed WIUMS solution for a period of two years
- 5) Providing services support in distributed environment covering the affiliated colleges, University Departments, etc to ensure optimal performance
- 6) The proposed solution should cater to the current and future demands of the University with respect to the increase in the number of Employees, students, colleges and faculties etc.
- 7) The proposed solution should have the ability to seamlessly integrate and function across various devices such as desktops, laptops, tablets and mobile devices, etc
- 8) The proposed WIUMS solution shall have suitable quality and data security control systems tightly integrated including data protection, Backup solutions, Data Recovery solutions, Intrusion detection & Control, and log report generation etc for enhanced security of the crucial data.
- 9) The proposed solution shall provide automation of various activities related to General Administration, Finance & Accounts, BCUD, Examinations, Admission, Academics, Document Management and other Administrative Sections/Teaching Departments making their functioning more efficient and transparent.
- 10) The solution should provide required interface for integration with other applications wherever such interdependent activities are needed.

11) It is mandatory on the part of DCIPL to update the software as and when the changes in functioning of the system occur during warranty and AMC period.

The scope of work detailed here is the bare minimum requirement of the University and is not limited to it.

Duration of Work

The work of all the 28 modules should be completed within **eight months**. DCIPL should provide trouble free maintenance of the proposed WIUMS solution for a period of two years.

After two years DCIPL should extend its services in the form of AMC for further three years on the mutually agreed rate if desired by the University.

Extension for the period will be granted with the permission of Vice-Chancellor through the mutual consent.

Support & Maintenance

1.2 Training & Support

DCIPL shall provide training to all stake holders viz., Officers and staff of the University Sections/department and affiliated colleges (wherever required) and should provide standard training manuals (in English & Marathi) as part of the training process.

The DCIPL shall also ensure setting up of technical help desk (both in English and Marathi).

1.3 Maintenance & Upgradation

Optimal performance of the Application software & Project installed shall be the sole responsibility of DCIPL to give the best of the deliverables to the University & all stakeholders under the said project.

Responsibilities of DCIPL

- 1) All activities as defined in Scope of Work & said Tender Document.
- 2) DCIPL will ensure proper condition of the documents/records handed over to them & kept in proper condition and no document shall get soiled /lost /trimmed /damaged /misplaced.
- 3) DCIPL will ensure that the space provided to it by University is not misused in any manner.
- 4) DCIPL shall have to depute its own staff.
- 5) DCIPL shall strictly adhere to all Acts and /or Rules & Regulations of the University, Government of Maharashtra, Govt. of India & UGC from time to time relating with the work and employees. The University will not be answerable for the terms and conditions of employment of the staff engaged for the work undertaken by the DCIPL.

- 6) DCIPL shall ensure that the staff engaged is disciplined and maintain full decorum of the University. They must be in proper uniform and wear valid identity cards during working hours.
- 7) DCIPL shall compile and make an instruction manual for providing Web-based Integrated University Management System and the same shall be provided to the University for using by its staff while operating the Web-based Integrated University Management System.
- 8) DCIPL shall seek prior permission for using any of the resources owned by the University.

Responsibilities of the University

- 1) The University shall provide space, furniture, electricity & water free of charges for the said project.
- 2) The University shall provide Servers, Computers, OS, RDBMS, UPS, storage, LAN, Internet and other required hardware equipments and accessories as specified and suggested by DCIPL for this project.
- 3) The University shall make DCIPL aware of the existing flow & all information required for developing the WIUMS.
- 4) The University shall strictly follow the Project Implementation Plan and timeline proposed by DCIPL for timely completion of the project.

1.4 Payment Terms

- 1) Payment to be made to the DCIPL will be subject to the deduction of taxes applicable at source at the rate in force from time to time and after satisfactory implementation.
- 2) The payment will be made only after successful implementation of the ordered modules certified and endorsed by the head of the concerned section / department.
- 3) 85% of the payment for WIUMS as per approved rate chart shall be made once the individual module is installed & deployed in the concerned section/department of the University and after satisfactory performance evaluation and endorsed by the head of the concerned section / department. Remaining 15% shall be made on successful completion of entire Integrated Project.
- 4) The payment for a particular module shall be routed through the concerned head of the section / department of the University.
- 5) In any case, no advance payment will be made.
- 6) For any dispute relating to this enquiry / tender / during the period of agreement, the decision of Hon'ble Vice-Chancellor shall be final.

Confidentiality

The University shall allow DCIPL to review and utilize highly confidential public records. DCIPL has to maintain highest level of secrecy, confidentiality, integrity and privacy with regard thereto.

Assignment / Subcontracting / Sublet

The DCIPL shall not assign the order received, any rights under this agreement neither delegated nor subcontracted / sublet any obligations or work hereunder without the prior written consent of the University.

General Conditions**General Specifications / Guidelines**

- The implemented solution must be demonstrated to the end user section/department at their respective site in real time environment. The acceptance of the head of the user section/department will be mandatory to declare successful completion of the module.
- DCIPL has to provide a Support Centre / Help Desk for stakeholders of the University in the campus for the period of Five years (First two years of free maintenance and next three years during AMC, if desired by the University)
- The rates quoted are inclusive of Development, Installation, Commissioning, Support, Training and Maintenance during service period (Two years).
- The DCIPL has to provide well-illustrated, easy to understand User and Technical Manuals (in English and Marathi).
- The DCIPL shall be sole responsible for the financial and personal burden of the manpower deputed for providing various services in the University campus.
- The project will be treated as “complete” iff and only if:
 - a. User Acceptance Test / Functional Acceptance Test is completed and duly certified by the respective head of the concerned section/department of the University.
 - b. Deployment of the module in the concerned user department/section is completed.
 - c. Final Source code along with Security Audit Certificate with Hash 5 code of the project and detailed documentation and IPR has been transferred to the University.
- DCIPL shall suggest the configuration and the number of computers and other hardware and software needed for the successful execution of the project.
- Complete secrecy and confidentiality is required to be maintained by DCIPL and its employees. DCIPL shall not be allowed to take away any file/record etc. either in the form of hard copy or soft copy. DCIPL has to customize the system application and supply to the University along with the source code. DCIPL has to develop/customize the system software application specific to the University's need.
- The University will have copyright on the product, format, concept layout and design. The University will have exclusive rights to use it anywhere, in any manner.
- Time is the essence of the contract and DCIPL shall strictly adhere to the time schedule and deadline as approved by the University for execution of the work. On the completion of the work, DCIPL shall hand over the source code, database and documentation to University which shall become the property of the University for all intents and purposes.
- Licensed copy of the application software and database design as may be developed by DCIPL or its employees for and during execution of the work shall vest with the University.

1.5 Terms and conditions for an agreement

(As per the provision of The Maharashtra Universities Accounts Code)

- 1) **Acknowledgement and Acceptance of agreement:** This agreement constitutes an offer from the University and is expressly limited to the terms and Conditions contained herein. The Terms And Conditions of the agreement are those that apply to the purchase of materials, items, products, components or services(herein after referred to as "Materials") All exhibits, attachments, technical specifications, drawings, notes instructions, or information ,referred in the agreement are incorporated herein by reference.
- 2) **Changes /Amendments:** The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes it deems necessary, including, but not limited to changes in specifications design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the vendor of notice of change (amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the University unless sufficiently justified by a vendor and accepted by the University in a form of amendment/change order issued and signed by the University.
- 3) **Delivery/ Force Majeure:** If any Material is not delivered by the date specified therein, the University reserves the right, without liability, to cancel the order for undelivered material not yet shipped or tendered, and to purchase the same from another vendor and to charge the defaulting vendor for any loss incurred in this transaction. Any provisions thereof for delivery by installment shall not be construed as obligatory unless agreed upon by both the parties. The University shall have the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in the order unless arrangements for such early delivery have been confirmed with the receiving party. If the vendor is unable to complete performance at the time specified for delivery by reason of strikes, labour disputes, riot, war, fire or other causes beyond the vendor reasonable control, the University, at its option, may elect to take delivery of Material in its unfinished state and to pay such proportion of the contract price as it deemed reasonable.
- 4) **Price / Taxes:** Price stated in this agreement are firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to in writing by both parties. The vendor agrees that any price reduction made with respect to Material covered by this order subsequent to placement will be applied to this order. All prices specified herein include all charges for, but not limited to, inspection, and packaging. Prices set forth shall be inclusive of applicable sales, excise, value-added or similar taxes until and unless specified in the schedule.
- 5) **Inspection and Acceptance:** All Material covered by this order may be inspected and tested by the University or its designee at vendors cost. If deemed necessary by the University, the vendor shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Material covered by this agreement shall be made available to the University during the

