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भारतीय गैर न्यायिक
भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र **MAHARASHTRA**

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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 Infotect Pvt. Ltd., 2nd floor, above SBI ADB Bank, Old Cotton Market, Amravati who is authorized to sign & execute the Agreement.

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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

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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)
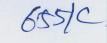
Terms of Reference

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.
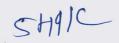
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Assignment / Subcontracting / Sublet

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 documention 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

performance of the order. If any Material covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the University may, by written notice to the vendor:

(a) rescind the purchase / supply order as to such non-conforming Material;

(b) accept such Material at an equitable reduction in price;

(c) reject such non-conforming Material and require the delivery of suitable replacements.

(d) if the vendor fails to deliver suitable replacements promptly, the University, with notice of seven business days, may replace or correct such Material and charge the vendor the additional cost occasioned thereby, or terminate this order for default. No inspection (including source inspection) test, approval (including design approval) or acceptance of Material shall relieve the vendor from responsibility for defects or other failures to meet the requirements of this order. Rights granted to the University in this article entitled INSPECTION are in addition to any other rights or remedies provided elsewhere in this order or in Law.

6) **Warranty:** The vendor warrants that any Material supplied hereunder shall conform to generally recognized manufacturing and safety standards of the vendors industry as per Indian standard Institution (ISI) or similar standard. The vendors specifications on performance as detailed in the vendors brochures, sales literature and other specifications as may be available to the University. (a) In addition to any other express or implied warranties, the vendor warrants that the Material furnished pursuant to this order will be: 1. free from defects in title, workmanship and material: 2. free from defects in design except to the extent that such items comply with detailed designs provided by the University; 3. of merchantable quality and suitable for the purposes, if any, which are stated in the tender / quotation. (b) If any material covered by this agreement is found not to be as warranted, the University may, by written notice to the vendor: 1. reject such defective material and require the delivery of suitable replacements. 2. If the vendor fails to deliver suitable replacements promptly, the University, with notice of seven business days, may replace or correct such material and charge the vendor the additional cost occasioned. (c) Any items corrected or furnished in replacement are subject to all the provisions of this article entitled WARRANTIES to the same extent as items as items initially furnished or originally ordered.

7) This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this order and such warranties shall be extended to the employees, students, and users of the material. Nothing herein, however, shall limit the University's' rights in law or equity for damages resulting from delivery of defective goods or damage caused during the delivery of goods or provision of services.

8) Rights granted to the University in this article entitled WARRANTTIES are in addition to any other rights or remedies provided elsewhere in this order or in Law.

9) **Patent Indemnity:** The vendor agrees to indemnify, hold harmless and defend the University, its employees, and students with respect to all claims, suits, actions and proceedings of actual or alleged infringements of any Letter, patent, Registered or

Industrial Design, Trademark or Trade Name, Trade secret, copyright or other protected right in any country resulting from any sale, use or manufacture of any Material delivered hereunder and to pay and discharge all judgments, decrees, and awards rendered therein or by reason thereof and bear all expenses and legal fees (including the University's) associated herewith. The University reserves the right to be represented in any such action by its own counsel at its own expense.

10) **Indemnity:** The vendor will indemnify, defend and hold the University, its and students harmless from any loss, expense, claim or damage including reasonable defence costs, arising from any claim or action based on any acts or omissions of the vendor, its employees, servants, agents or subcontractors. The University reserves the right to be represented in any such action by its own counsel at its own expense.

11) **Assignment / Subcontracting / Sublet:** The vendor shall not assign the order received, any rights under this agreement or to become due hereunder neither delegated nor subcontracted / sublet any obligations or work hereunder without the prior written consent of the University.

12) **Cancellations:** The University may cancel this agreement in whole or in part, for no cause, upon written, FAX or telex notice to the vendor, effective when sent, provided such notice is sent at least fourteen (14) days prior to the delivery date specified on the face of this order. The University may cancel this order in whole or in part at any time for cause by written, FAX, or e-mail notice to to vendor, effective when sent, in the event that the vendor : (a) fails to comply with any term or condition for this order including, but not limited to, delivery terms; or (b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or (c) files a voluntary petition in bankruptcy; or (d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or (e) voluntarily ceases trading; or (f) merges with or is acquired by a third party; or (g) assigns any of its rights or obligations under the order to a third party without the University's advance written consent. upon the occasion of any one of the aforesaid and in addition to any remedies which the University may have in Law or in Equity, the University may also cancel this order or any outstanding deliveries hereunder by notifying the vendor in writing of such cancelation and the vendor shall thereupon transfer title and deliver to the University such work in progress or completed material as may be requested by the University. The University shall have no liability to the vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the University prior to to vendors receipt of the notice of termination, and for work in progress requested for delivery to to University.

13) **Rescheduling:** The University may without liability at least fourteen (14) days prior to the scheduled delivery date appearing on the order defer delivery on any or every item under said order by giving oral notice to the vendor (confirmed in writing ten (10) working days) of any necessary rescheduling.

14) **Shipping, Packaging and Labelling:** All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practice and where incorporated, the University's packaging specification.

15) **The Vendor as an Independent Contractor:** The vendor shall perform the obligations of this order as an independent contractor and under no circumstances

shall it be considered as agent or employee of the University. The terms and conditions of this order shall not, in any way, be construed as to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The vendor expressly waives any and all rights which or may not exist to claim any relief under the University's comprehensive insurance policy, workers compensation or unemployment benefits.

16) **Invoicing / Payments / Set-offs:** After each completion of supply/purchase order, the vendor shall duplicate invoices including item number to the University's concern Department. Payment of invoice shall not constitute acceptance of Material ordered and shall be subject to appropriate adjustment, if the vendor failed to meet the requirements of this agreement. The University shall have right at any time to set-off any amounts due to the vendor, (or any of its associated or affiliated companies) against any amounts owed by the University with respect to this agreement.

17) **Compliance with Laws:** By acceptance of this agreement, the vendor agrees to comply with the requirements of all the existing laws. The vendor also agrees to comply with the fair labour standards Act and the occupational safety and Health Act, and all other applicable laws, ordinances, regulations and codes in the vendor's performance hereunder. The vendor further agrees to indemnify and hold the University and its customers harmless from any loss or damage that may be sustained by the University, by reason of the vendor's failure to comply with any laws, ordinance, regulations and codes.

18) **Reproduction of Documentation:** The University shall have the right at no additional charge to use or incorporate all or portions of material found in the vendor's literature and / or reproduce the vendor's applicable literature such as operating and maintenance manuals, technical publications, prints, drawings, training manuals and other similar supporting documentation and sales literature. The vendor agrees to advise the University of any updated Information relative to the foregoing literature and documentation with timely written notice.

19) **Law of the Contract:** This agreement shall be governed by and interpreted in accordance with the laws in existence and the Jurisdiction of the Amravati, Maharashtra

1.6 Intellectual Property Rights (IPR)

- The ownership of the entire project shall be vested with the University.
- University will be the owner of a single copy of the software at the end of the contract but for its own use only. The DCIPL will hand over source code to the University at the end of the contract period. The University cannot sell or transfer this software to any other University or other body for any uses whatsoever. No royalty will be paid by the University to the implementing agency after the expiry of contract or after successful completion/commissioning of all modules. Thereafter, the WIUMS will be owned by the University. However, AMC shall be made after two years.
- The DCIPL shall not without the University's prior written consent, make use of any document or information.

1.7 Information security and data privacy

The DCIPL shall maintain suitable security systems while implementing the WIUMS project to protect the continuing interest of the University. The DCIPL must adhere to Information Security Management procedures as per acceptable standards with best practices. The DCIPL shall have to maintain strict privacy and confidentiality of all the data it gets access to. The DCIPL shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the University's business or operations without the prior written consent of the University.

1.8 Passing of Property

Ownership of the software, documentation and any other assets created during the initial stage or service period under the work order shall pass to the University immediately. The DCIPL shall transfer the ownership of the entire solution in a functional state without any cost to the University at any stage.

1.9 Termination

Termination for default:

The University may, without prejudice, to any other remedy for breach of contract and conditions specified herein, by written notice of default sent to the DCIPL, terminate the contract in whole or in part and forfeit the performance security / security deposit if:

- The DCIPL fails to deliver any or all of the obligations within the time period(s) specified in the contract, or any extension thereof granted by the University.
- The DCIPL fails to perform any other obligation(s) under the contract.
- The University may also terminate this contract without giving a reason thereof.

Participating in this contract would mean acceptance of this and all clauses of the said Tender document.

Termination for insolvency:

The University may at any time terminate the contract by giving 15 days prior written notice to the DCIPL without compensation, if the DCIPL becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or effect any right of action or remedy which has accrued thereafter to the University.

Termination for convenience:

The University may by written notice sent to DCIPL, terminate the contract, in whole or part at any time for its convenience. The notice of termination shall specify that termination is for University's convenience, the extent to which performance of work under the contract is terminated, and the date on which such termination becomes effective.

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Suspension:

The University may by a written notice of suspension to the DCIPL, suspend all payments to the DCIPL under the contract, if the DCIPL failed to perform any of its obligations under the contract, (including rendering of the services) provided that such notice of suspension will be issued in order to seek the remedy such failure within a specified period from the date of receipt of such notice of suspension.

Arbitration

In the event of any dispute, differences or controversy between the Parties to this Contract in connection with or arising out of this Contract, the parties shall first endeavor to co-operate to resolve the dispute or controversy by mutual consultation and agreement.

All and any disputes and claims aforesaid, which cannot be fully and satisfactorily resolved or settled by the parties as aforesaid, then the same shall be referred to a committee constituted by the Hon'ble Vice-Chancellor of the SGBAU comprising of two members from DCIPL & two members from the University. Hon'ble Vice-Chancellor/Hon'ble Pro Vice-Chancellor shall be the Chairman & Registrar shall be the Member Secretary of the constituted Committee. The DCIPL will be provided sufficient opportunity to present its case before the said committee.

In the event that, the dispute or event is not resolved by mutual consultation and through the Committee, the same shall be referred to the Arbitration according to the Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be Amravati. Language of the arbitration shall be English or Marathi.

Any legal dispute arising out of execution of this project shall be subject to Amravati jurisdiction.

Note :
1. The purchase committee vide item no 1. dt. 19.1.2017 had approved the rates for providing Web-based Integrated University Management System.
2. The Management Council in its meeting held on dated 15.02.2017 vide item no 62 has accorded approval to this agreement

IN WITNESS WHEREOF the parties hereto have signed on the dates respectively.

For and on behalf of
Sant Gadge Baba Amravati
University, Amravati

.... 28/2/2017
Seal and Signature
Name : (Dr. A. P. Deshmukh)
Designation : Registrar
Date:

REGISTRAR
Sant Gadge Baba
Amravati University,
Amravati.

For and on behalf of
DotCom Infotech Pvt.Ltd.,
Amravati

.... 28/02/2017
Seal and Signature
Name: Deepak V. Pohekar
Designation : Director
Date:

Reg. No.
11-121945

WITNESSES:

1) Mr. Sanjay Taral, Director, DotCom Infotech Pvt. Ltd, ... 28.2.17
   Amravati.

2) Mr. Mangesh Warkhede, Deputy Registrar (Devp.), ...
   Sant Gadge Baba Amravati University, Amravati. 28/2/17