



सत्यमेव जयते

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Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL60302036845711R
Certificate Issued Date : 25-Sep-2019 02:52 PM
Account Reference : IMPACC (IV)/ dl960303/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL96030328373363521343R
Purchased by : ITI LIMITED DELHI
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : ITI LIMITED DELHI
Second Party : JNV UNIVERSITY JODHPUR
Stamp Duty Paid By : ITI LIMITED DELHI
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



COUNTER SIGNED

REGISTRAR
Jal Narain Vyas University
JODHPUR (Raj.)

Assistant Registrar
Academic Section
J.N. Vyas University,
JODHPUR

Please write or type below this line

AGREEMENT FOR EXTENSION OF TERM

This Contact Extension Agreement is executed on this 26 day of September 2019

By and Between

M/s ITI Limited, a "Government Undertaking" duly registered under the provisions of Company's Act, 1956, having its registered office at ITI Bhavan, Doorvani Nagar, Bangalore -16 (hereinafter called Contractor/Supplier/ITI) and regional office at 201-202,

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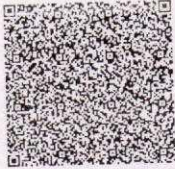
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Certificate No. : IN-DL60301535528871R
Certificate Issued Date : 25-Sep-2019 02:52 PM
Account Reference : IMPACC (IV)/ dl960303/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL6030328371936262657R
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Stamp Duty Paid By : ITI LIMITED DELHI
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)

COUNTER SIGNED



REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj)

Assistant Registrar
Academic Section
J.N. Vyas University,
JODHPUR

Please write or type below this line
This is part of E-STAMP CERTIFICATE NO: IN-DL60302036845711R

Rohit House - 3, Tolstoy Marg, New Delhi - 01, which expression, shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives), through its through its Deputy General Manager _____, as Party of the FIRST PART.

And

The Jai Narain Vyas University, Jodhpur, Rajasthan (hereinafter called the University/Customer/JNVU, which expression shall, unless repugnant to the context,

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include its successors in business, administrators, liquidators and assigns or legal representatives) through Comptroller _____, as Party of the SECOND PART. 255

The Parties hereto shall hereinafter be collectively referred to as Parties and individually as Party.

WHEREAS:

- A. The Parties had entered into an Agreement on dated 13.04.2016 which was executed pursuant to expression of desire by the University vide its letter no. JNVU/Aca/16/9376 Dated 07.04.2016 to take services of ITI in relation to development of Educational ERP Product (Integrated University Management Solution-IUMS). University now upon completion of original contract term for the services as were provided by ITI, and also pursuant to a review meeting which was held on 24.7.2019 reviewing the agreement signed with M/S ITI Ltd, New Delhi for contractual period ended on 12.04.2019 and extension of the services for further period of One and half year from 12.04.2019 to 12.10.2020 to provide the services of said ERP product-IUMS to the University, have agreed to further extend the term vide letter Ref. No.-JNVU/Aca/A/12931 dared 21/08/2019.
- B. Pursuant to above letter, ITI as a supplier of Educational ERP Product has agreed with the University to continue to render services of IUMS on Managed Service Model to the University.

NOW THEREFORE since the term of original contract of three years has successfully completed implementing IUMS Modules, the parties have mutually agreed to renew the terms/ clauses as contained from Serial 1 to 26 of the abovementioned original agreement. it is agreed between the parties that the original contract annexed herewith as Annexure – A, along with the present extension agreement shall be the entire agreement between the parties.

All the terms and conditions of the original contract shall remain unchanged except the following:

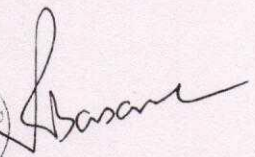
- 1) Revised commercial terms whereby the purchase order value has mutually agreed to have been reduced by 25% of existing Purchase Order value.

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REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)


Assistant Registrar
Academic Section
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JODHPUR


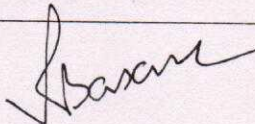
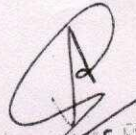
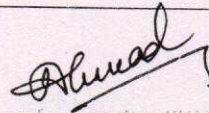





University will release the payment to ITI within 30 days of completion of each quarter upon submission of original invoices.

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IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed through their respective authorized representative on this.....day of September 2019.

Signed for and on behalf of Jai Narain Vyas University, Jodhpur (Customer)	Signed for and on behalf of M/S ITI Ltd, New Delhi (Supplier)
Signature: 	Signature: 
Name	Name: P. C. Basak
Designation: Registrar Jai Narain Vyas University, Jodhpur	Designation: Deputy General Manager P. C. BASAK को. सी. आई. टी. लिमिटेड / Dy. General Manager उप महाप्रबन्धक / ITI Limited आईटीआई लिमिटेड / ITI Limited (भारत सरकार का उपक्रम) (A Govt. of India Undertaking)
Address:	Address: 202 Rohit House, 3 Polstoy Marg, New Delhi
Place:	Place:
In the Presence of (Witness)	
 Assistant Registrar Faculty of Engineering Jai Narain Vyas University, Jodhpur	 सहायक प्रबन्धक (विप.) / Asstt. Manager (V.P.) आईटीआई लिमिटेड / ITI Limited (भारत सरकार का उपक्रम) (A Govt. of India Undertaking) नई दिल्ली / New Delhi


 Assistant Registrar
 Academic Section
 J.N. Vyas University,
 JODHPUR

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 REGISTRAR
 Jai Narain Vyas University,
 JODHPUR (Raj.)



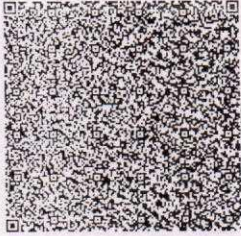
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Certificate No. : IN-DL374900456996520
Certificate Issued Date : 12-Apr-2016 02:59 PM
Account Reference : IMPACC (PF)/ dl763913/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL374900456996520
Purchased by : ITI LTD DELHI
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : ITI LTD DELHI
Second Party : J N V U JODHPUR RAJASTHAN
Stamp Duty Paid By : ITI LTD DELHI
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



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REGISTRAR
Jai Narai Vyas University
JODHPUR (Raj.)

Assistant Registrar
Academic Section
J.N. Vyas University,
JODHPUR

Please write or type below this line.....
AGREEMENT

This agreement is made on this 13th day of April 2016 at Jodhpur, Rajasthan

By and Between

M/s ITI Limited, a "Government of India Undertaking" duly registered under the provisions of Company's Act 1956, having its Registered and Corporate office at ITI Bhavan, Doorvani Nagar, Bangalore -16 and its Regional Office at 201-202, Rohit House - 3, Tolstoy Marg,

1 - 14

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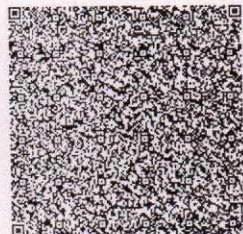
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Certificate No.	: IN-DL374902314920470
Certificate Issued Date	: 12-Apr-2016 02:59 PM
Account Reference	: IMPACC (PF)/ dl763913/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL763913739800450618500
Purchased by	: ITI LTD DELHI
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ITI LTD DELHI
Second Party	: J N V U JODHPUR RAJASTHAN
Stamp Duty Paid By	: ITI LTD DELHI
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Assistant Registrar
Academic Section
J.N. Vyas University,
JODHPUR

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REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)

Please write or type below this line

New Delhi -110001 (hereinafter called Contractor/Supplier/ITI), which expression, shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives), through its Chief Manager, Marketing & HR of the FIRST PART.

And

The Jai Narain Vyas University Jodhpur, Rajasthan (hereinafter called the University/Customer/JNVU, which expression shall, unless repugnant to the context,

2 - 14

[Handwritten Signature]



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include its successors in business, administrators, liquidators and assigns or legal representatives) through its REGISTRAR of the SECOND PART.

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The Parties hereto shall hereinafter be collectively referred to as Parties and individually as Party

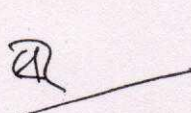
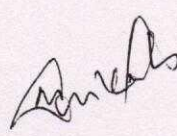
WHEREAS, the University vide its Letter No.JNVU/Aca/16/9376 Dated 7.4.2016 has expressed its desire to take the services of ITI in relation to supply of Educational ERP Product (Integrated University Management Solution, hereafter referred to as 'IUMS').

AND WHEREAS ITI as a provider of Educational ERP Systems in pursuant to above letter has agreed with the University to Provide the services based on IUMS to the University.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties herein, agree as under:


1. **Term:** The present agreement shall be in effect for a period of 36 months with effect from 12/04/2016 to 12/04/2019 on **Managed Service Model (MSM)**
2. **Scope of work-** The work to be executed in furtherance to the terms of present agreement shall be in accordance to scope of the work mutually agreed by Parties hereto and as laid down in **Annexure 1** to the present agreement.
3. **Payment Term:**
 - i. The contractual term for the purposes of payment shall be divided into three years (36 months) commencing from the 12th April 2016.
 - ii. University shall pay the Cost of offered Services for each respective relevant contract year to ITI Ltd in four equal installments payable at the end of each quarter of the relevant respective contractual year to be calculated on the basis of actual number of students vis-à-vis student slab rate, as set out in the table hereinafter, against ongoing services by M/S ITI ltd. New Delhi., which shall be deemed to be so unless any underperformance resulting solely due to act of M/s. ITI Ltd., specifically reported within 10 days of the completion of relevant quarter and it not being rectified within the reasonable period The

3 - 14



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Assistant Registrar
Academic Section
J.N. Vyas University,
JODHPUR


REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)

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University shall release payment within 10 days of the end of relevant quarter. A payment advice may be issued for every relevant payment made against smoother ongoing services at University.


ii (a) University will give one quarter amount to M/s ITI Ltd on Provisioning of Datacenter/ Cloud and Deployment of IUMS Software Framework. Remaining cost of first year will be paid in equated four installments at the end of each Quarter on the basis of performance. Whereas, actual number of student count shall be based on the result statistics as will be provided after Final Result Declaration of each contractual Examination. . It's also noteworthy here that billing for the excess count of students (if any) shall be rendered/paid immediately on the confirmation of number of students as per Examination data..

The mode of calculation for billing for the above purposes shall be according to below parameter:

S. No.	Description of Items and Services	For Total number of Students
1.	<ul style="list-style-type: none">• Integrated University Management System<ul style="list-style-type: none">○ Pre-Admission○ Admission & Academics○ Examination & Result○ Affiliation Section○ Self Service Portal for Students○ Fee Management○ Financial Accounting○ Budget Management○ Bill Tracking System○ Establishment○ HRMS & Payroll○ Store & Purchase○ Hostel Management○ Guest House Management○ Alumni Association○ Placement Services○ Convocation Management○ VC & Administration○ Office Management	For a minimum Student Strength of 175000 and Onwards = Rs. 20/- Per Student per month

4 - 14

[Signature]
[Signature]
Assistant Registrar
Academic Section
J.N. Vyas University,
JODHPUR


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[Signature]
REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)

(89)

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	<ul style="list-style-type: none"> o Self Service Portal for University Employees o File Management System o Letter Movement System o Pension and GPF Calculation o RTI Management o Research Management 	
2	<p>Pre-Admission or any other module. if require sending of the SMS for notifications will also include the following features</p> <ul style="list-style-type: none"> o SMS Alerts Facility for Students (Optional) o Online portal for Applicants to get Status of their application. 	<p>20 SMS for each billable student will be free. Thereafter each SMS will be charged as per notified rate. (Current Cost per SMS is 30 Paisa)</p>

Per user Cost in the Managed Service Model (MSM), includes the following component of Integrated University Management System;

- i. All upgrades and enhancements of modules (according to the university requirements).
- ii. New, non-locking requirements/changes, within the scope of IUMS modules being provided, under this agreement will be provided in the next cycle of the specific function area.
- iii. Maintenance, Upkeep and upgrades of proposed Integrated University management System and related Datacenter/Cloud infrastructure components and services.
- iv. Full time manpower deployment throughout the contract period for training and handholding.
- v. Invoices will be raised at each payment milestone and couriered & faxed simultaneously. The University shall release the payment within 7 days from the receipt of invoice. The payment shall be made through RTGS in favor of ITI Limited as per the details provided with the invoice.

4. **ITI's obligations:**

- i. Customization shall be only the off-site activity however ITI's onsite team will coordinate for the customization/upgrade activity as per approved University requirements.

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Assistant Registrar
 Academic Section
 J.N. Vyas University,
 JODHPUR

ASSISTANT REGISTRAR
 ACADEMIC SECTION
 J.N. VYAS UNIVERSITY

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REGISTRAR
 Jai Narain Vyas University
 JODHPUR (Raj.)

- ii. ITI will deploy a help desk in the University campus and all the additional customization or change request study, training and handholding will be facilitated at the University campus with a team of four onsite handholding engineers.
- iii. ITI shall not charge towards hardware (including servers), for the University on Cloud/ datacenter/disaster recovery site hosting and ITI will enter into a separate agreement related to security, privacy of data and system with Convener.
- iv. ITI shall provide firewall security for the hosted e-Governance ERP Application
- v. ITI shall ensure for the system of having uninterrupted Power Supply for Servers at the Datacenter.
- vi. ITI shall ensure Internet bandwidth for Servers at Datacenter and Disaster Recovery Site.
- vii. ITI shall ensure deployment of adequate Technical manpower like Database Administrators, IT Engineers etc., at their hosting facility.
- viii. ITI shall provide adequate Technical Manpower including sufficient Data Migration experts to migrate all the active students' data and closing balances in the first year. Handholding personal at the University campus will man the key departments.
- ix. ITI will be responsible for correct & satisfactory functioning of the IUMS Application, without any programming bug, during the entire contract period. ITI will provide full time Prime shift (9:30 a.m. to 05:30 p.m.) support to the University in all working days (means all the University's working days, excluding Holidays/ national holidays as notified by the University) to ensure the efficient day-to-day functioning of IUMS, inclusive of the following:
1. Provide help desk for resolution of queries and trouble shoot in functional and technical areas in a proper Communication process.
 2. Updates and upgrades of the IUMS product patches and hot fixes as and when they are released.
 3. Fixing the issues identified in the proposed system.

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Assistant Registrar
Academic Section
J.N. Vyas University,
JODHPUR


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Jai Narain Vyas University
JODHPUR (Raj.)

- (87)
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4. Implementation of New Enhancements as per mutually agreed change management process.
 5. Documentation of all the updates, upgrades and new releases.
 6. System monitoring and Storage management activities of back up, archival and retrieval of data.
 7. Disaster Recovery and Failover management.
 8. Free of Cost Components as part of the MSM during the contract period with the University would be as under:-

S. No.	Item	Unit Price
1	Customization Charges Per Man Month (for the efforts in Change Request Process or in additional functionalities)	Free of Cost during the contract period.
2	Training Costs Per Man Month	Free of Cost during the contract period.
3	Handholding Per Man Month	Dedicately 4 Persons will be deployed at University Campus during the entire Contract period, free of cost
4	Onsite Manpower Charges per Person per annum for helpdesk support	Dedicately 2 Persons will be deployed at University Campus during the entire Contract period, free of cost
5	Certified Data Entry Operator for Data Entry on IUMS	4 Operators will be deployed as per the requirement.
6	Data Migration Support Note: <ul style="list-style-type: none"> • The data can only be migrated when data will be provided in XML/CSV/Tab Depleted/Excel Sheets and/or Access format. Our technical people should have complete database access	Included as part of standard offering with no additional costs involved

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 Assistant Registrar
 Academic Section
 J.N. Vyas University,
 JODHPUR

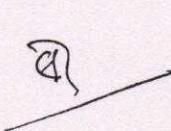
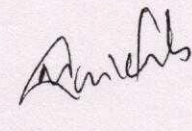
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 REGISTRAR
 Jai Narain Vyas University
 JODHPUR (Raj.)

5. **University's Responsibility:**

- i. University will ensure adequate power & power backup arrangements for flawless operations on University PCs.
 - ii. University shall provide fully dedicated Internet lease lines of at least 15 Mbps and Virus free LAN connectivity within the campus.
 - iii. University shall provide exclusive space at University campus with all basic fittings and fixtures, technology equipment and support, computing and proper seating arrangement for Handholding & Support Staff.
 - iv. University shall provide dedicated Phone lines for Help Desk support.
 - v. University shall provide all the required stationary/Consumables like, PCs, Stationary items including paper for Mark sheet, various certificates, Printers and their Consumables etc.
 - vi. University shall provide University domain/functional experts whenever required by the System Integrator.
 - vii. University shall designate a Project Manager/Co-ordinator who shall act as one point of contact for all purposes of the project under this agreement, including those connected, consequential or incidental, and for all coordination for and on behalf of University as the main and direct interface between University & ITI.
 - viii. University shall provide specific and detailed information concerning the University workflow, procedures and transaction volumes as they relate to use of the IUMS.
 - ix. University shall arrange computer, Projector, whiteboard etc. for providing training to users of the University.
6. **Taxes and Duties:** VAT/CST at actual and Service Tax at actual, as applicable on the date of invoice shall be charged extra at the time of billing.
7. **IUMS Installation:** ITI shall ensure the Installation and implementation of IUMS within 180 days from the date of issue of technically and commercially clear supply order subject to required support from University.
8. **Project Communication:** All the Project communication will happen preferably through a project mail-id or alternatively at project phone number, which will be with the ITI's Project Manager.
9. In case it is required to escalate any matter for the resolution, Chief Manager-Marketing will be first level of escalation and DGM (RO-Delhi) will be final level of escalation.


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Assistant Registrar
Academic Section
J.N. Vyas University,
JODHPUR


REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)

Escalation matrix including the email IDs & contact numbers will be provided as the part of Project Initiation Document (PID).

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10. **Warranty:** ITI shall furnish a guarantee/warranty for satisfactory functioning of IUMS for the entire contractual period. If during this period of warranty, the ERP product develops any defect, the same shall have to be rectified by them at ITI's cost.
11. **Annual Maintenance Cost:** AMC beyond the contractual period will be 18% of the basic cost of modules, as per ITI's rate contract for the same, for next three years. AMC will be payable annually in advance. During AMC ITI shall provide support for all bug fixation issues. One qualified engineer will also be stationed at university by the ITI during the AMC period.
12. **Boarding:** University shall provide suitable accommodation on the rates payable by university examinationers /officials, either in guesthouse or in university quarters, to the ITI personnel during their stay in the University for the entire contractual period and during AMC.
13. **Project Monitoring:** There shall be a project monitoring committee to be constituted jointly by ITI and University to ensure expeditious completion of the project/ solution and for removal of bottlenecks in the execution of the project.
14. **Technologies and Resource Provisioning for Customization of ERP Product and its Platform:** ITI will ensure that the technologies for the customization of IUMS and platform shall be as per the Technical proposal submitted on Dated 15.2.2016). Timely provisioning of user side system software, hardware, required approvals/suggestions and making available Users for training would be the responsibility of University as per project schedule for the timely execution.
15. **Project Implementation Plan and Methodologies:** ITI will ensure implementation of methodologies, as per details provided in the proposal.
16. **Training:** ITI will provide free of cost module wise training to the maximum 4-6 end users/university officials of the related modules in the University HQ at JNVU, Jodhpur.
17. **Performance Bank Guarantee:-**ITI will furnish performance bank guarantee of value to the 5% of the total cost of one year and every year up to three years.
18. **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

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COUNTER SIGNED

[Handwritten signature]
Assistant Registrar
Academic Section
J.N. Vyas University,
JODHPUR

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REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)

commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (herein after referred to as 'events'), provided notice of the happenings 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 term or otherwise devise future course of action. Each party shall bear its costs & losses arising out or on account of such force majeure.

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19. **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 signatory of this agreement/authorized/designated University officer, 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.

20. **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 the party for which it is intended at its address as follows:

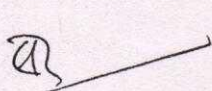
For ITI:

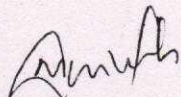
For University:

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


22. **Entire Agreement:** Each party acknowledges that this Agreement sets forth the entire understanding of the Parties and supersedes any prior agreement or understanding relating to the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of

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Assistant Registrar
Academic Section
J.N. Vyas University,
JODHPUR

COUNTER SIGNED


REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)

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any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

23. **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 dealings, 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:

- 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
- 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.
- 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).

24. **Liability and Indemnification:**

- i. Neither of the parties will be liable to the other for any indirect, incidental, consequential, special, punitive or exemplary damages

AR *Amish*

11 - 14



AR
Assistant Registrar
Academic Section
J.N. Vyas University,
JODHPUR

COUNTER SIGNED

C
REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)

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arising out of this agreement, including, but not limited to, those for business interruption or loss of profits, even if one of them has been advised of the possibility of these type of damages.

- ii. However, the limitations described above in this section do not apply to either party's 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.
- iii. Parties hereto agree to defend, indemnify and hold harmless other party's directors, officers, employees and agents (each referred to as an Indemnified Party) from and against any and all third party claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses, including reasonable attorneys' fees (collectively referred to as Losses), so long as these Losses (or actions regarding the Losses) are based on, arise out of, or are related to:
 - 1. breach of any of its representations, warranties or covenants in this Agreement;
 - 2. any act or omission by either party that constitutes fraud, bad faith, gross negligence or willful misconduct; or
 - 3. Any injury or damage caused by either party to employees or property of other party during the performance of their obligations under this Agreement.
- iv. The indemnified party agrees to promptly notify the indemnifying party of any indemnifiable claim. However, if the indemnified party fails to promptly notify the indemnifying party, it will not relieve the indemnifying party of its indemnification obligations under this Agreement unless the indemnifying party has been materially damaged by the delay. The indemnifying party will also be provided with an opportunity to defend or negotiate a settlement of any claim and agrees to cooperate to the extent reasonable with the indemnifying party, at the indemnified party's expense, in defending or settling the claim. The indemnified party reserves the right, at its own expense, to participate in the defense of any matter subject to indemnification by the indemnified party.

[Handwritten signatures]

12 - 14



COUNTER SIGNED

[Signature]
Assistant Registrar
Academic Section
J.N. Vyas University,
JODHPUR

[Signature]
REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)


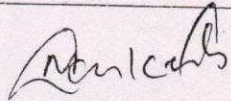

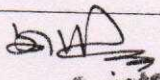
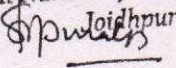
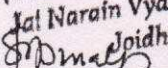
80
240

intended to survive the Agreement termination or expiration will survive.

v. In spite of the satisfactory performance from the part of M/s ITI Ltd. New Delhi, University discontinues the contract complete one year charges will be paid in the first year.

26. **Governing Law:** The interpretation, construction and performance of this Agreement shall be governed exclusively by the laws of India and the Parties expressly agree to submit, all or any dispute arising out of this contract to the non-exclusive jurisdiction of the courts of Jodhpur, Rajasthan.


IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed through their respective authorized representative on the.

Signed for and on behalf of Jai Narain Vyas University, Jodhpur (Registrar)	Signed on behalf of M/s ITI Limited (Supplier)
Signature  Name Registrar Designation: Registrar Jai Narain Vyas University, Jodhpur Address: JNV University Place: Jodhpur	Signature  Name : Mukesh Kumar Gupta M-9414278771 Designation: Assistant Manager MUKESH KUMAR GUPTA OFFICER INCHARGE Address: ITI Limited ITI LIMITED, JAIPUR Place: Jodhpur
In the presence of (witness)	
1.  Comptroller (Government of Rajasthan) Jai Narain Vyas University Jodhpur 13/4/11	1.  Comptroller (Government of Rajasthan) Jai Narain Vyas University Jodhpur 13/4/11
2.  13/4/11	2.  13/4/11

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COUNTER SIGNED


Assistant Registrar
Academic Section
J.N. Vyas University,
JODHPUR


REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)



Jai Narain Vyas University, Jodhpur

University Administrative Office

Department : Academic Section

ABSTRACT OF CONTINGENT BILL NON PLAN

Bill No. 18487

Dated 07/12/2020

Head of Account I I. ADMINISTRATIVE OFFICE I-(i). CENTRAL OFFICE

Sub Head Processing of online application & Admission Forms/Pre Examination works from Exam/Secrecy

S.No.	Particulars of Expenditure	Gross	Deduction.	NetPay						
1	Party Details M/s ITI LIMITED(201-202, ROHIT HOUSE,3 TOLSTOY MARG, NEW DELHI) Account Payee Name M/s ITI Ltd. Bank Name Bank Of Baroda Branch Name K.G.Marg Branch 19 Surya Kiran Building Account Type CC Account No 06230500000010 IFSC Code BARB0CURZON City Delhi Mobile No. 01123317195 GST No. 07AAACI4625C1Z1 Pan No AAACI4625C									
	<table border="1"> <thead> <tr> <th>Bill No.</th> <th>Dated.</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>ITI/DM/20-21/83</td> <td>05/12/2020</td> <td>Implementation for IUMS on managed service model for the period of 13-04-2020 to 12-07-2020 (03 Months) As per agreement clause no. 3rdii(a) and renewal agreement 18% IGST TDS - TDS - 2.08% ON 9292500 IGST - IGST - 2.00% ON 9292500</td> </tr> </tbody> </table>	Bill No.	Dated.	Description	ITI/DM/20-21/83	05/12/2020	Implementation for IUMS on managed service model for the period of 13-04-2020 to 12-07-2020 (03 Months) As per agreement clause no. 3rdii(a) and renewal agreement 18% IGST TDS - TDS - 2.08% ON 9292500 IGST - IGST - 2.00% ON 9292500	7875000.00		
Bill No.	Dated.	Description								
ITI/DM/20-21/83	05/12/2020	Implementation for IUMS on managed service model for the period of 13-04-2020 to 12-07-2020 (03 Months) As per agreement clause no. 3rdii(a) and renewal agreement 18% IGST TDS - TDS - 2.08% ON 9292500 IGST - IGST - 2.00% ON 9292500								
			4175000.00							
				-193284.00						
				-185850.00						
			9292500.00	-379134.00						
				8913366.						
Amount in Words Rs. Eighty Nine Lakhs Thirteen Thousand Three Hundred and Sixty Six Rupees only		Total :	9292500.00	-379134.00						
				8913366						

Budget Allocation Rs.
Expenditure including this bill Rs.
Balance available Rs.

Certified that 01 voucher have been enclosed here within this abstract after scrutinizing the necessary certificates as per rules.
* Bank details of above party is carefully checked & found correct.

FOR OFFICE USE ONLY




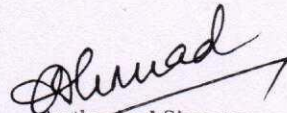
Pay Rs. _____

By Adjustment Rs. _____	_____ only
By Cheque Rs. _____	
By Total Rs. _____	
Assistant _____ Section Officer	Assistant Registrar _____ Finance Officer
CASH BRANCH	COMPILATION BRANCH
Paid Vr No. _____	Vr Posted In. _____
Cheque No. _____	Register No. _____
Date _____	Page No. _____
Amount Rs. _____	Date _____
Assistant _____ Section Officer	Assistant _____ Section Officer

Assistant Registrar
Academic Section
J.N. Vyas University,
JODHPUR

REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)

BILL / INVOICE

	आईटीआई लिमिटेड ITI LIMITED	201-202, ROHIT HOUSE 3, TOLSTOY MARG, NEW DELHI-110001				
	GSTIN : 07AAACI4625C1Z1					
R.O. Delhi	(A Govt. of India Undertaking)	Phone:	011-23317195, 23317666	Fax :	011- 23317197	
		Email:	marketing_dli@itild.co.in , ro_dli@itild.co.in			
BILL NO: ITI/DM/20-21/83					Date: 11-11-2020	
Paying Authority: Registrar JAI NARAIN VYAS UNIVERSITY JODHPUR , RAJASTHAN GSTIN/UID : 08AAAJJ0696H1Z2			Ordering Authority: Registrar JAI NARAIN VYAS UNIVERSITY JODHPUR , RAJASTHAN GSTIN/UID : 08AAAJJ0696H1Z2			
Registrar JAI NARAIN VYAS UNIVERSITY JODHPUR , RAJASTHAN GSTIN/UID : 08AAAJJ0696H1Z2						
Purchase/Work Order/Contract Reference No: JNVU/Aca/A/12931 , Dt 21.08.2019						
Sl. No.	ITEM DESCRIPTION	HSN Code	No. of Student	Unit	Unit Price	Amount
1	Implementation for IUMS on managed service model for the period of 13-04-2020 to 12-07-2020 (03months) As per agreement clause no. 3rdii(a) and renewal agreement	998314	175000	Nos.	45.00	7875000.00
NOTE :					NET Amount	7875000
					IGST @18%	1417500
					Total Amount	9292500
Verified & Passed For Dis. <i>92,92,500/-</i>					Payable Amount	9292500
Payable Amount in words Rs: Ninety Two Lakh Ninety Two Thousand Five Hundred only .						
 Prepared By	 Stamp		 Authorised Signatory			

Rajendra
ASSISTANT REGISTRAR
ACADEMIC SECTION
JAI NARAIN VYAS UNIVERSITY
JODHPUR

AB
Assistant Registrar
Academic Section
J.N. Vyas University,
JODHPUR

COUNTER SIGNED


REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)



Jai Narain Vyas University, Jodhpur

University Administrative Office

Department : Academic Section

ABSTRACT OF CONTINGENT BILL NON PLAN

Bill No. 19469

Dated 08/03/2021

Head of Account I I. ADMINISTRATIVE OFFICE I-(i). CENTRAL OFFICE

Sub Head Processing of online application & Admission Forms/Pre Examination works from Exam/Secrecy

S.No.	Particulars of Expenditure	Gross	Deduction.	NetPay									
1	Party Details M/s ITI LIMITED(201-202, ROHIT HOUSE,3 TOLSTOY MARG, NEW DELHI) Account Payee Name M/s ITI Ltd. Bank Name Bank Of Baroda Branch Name K.G.Marg Branch 19 Surya Kiran Building Account Type CC Account No 06230500000010 IFSC Code BARB0CURZON City Delhi Mobile No. 01123317195 GST No. 07AAACI4625C1Z1 Pan No AAACI4625C												
	<table border="1"> <thead> <tr> <th>Bill No.</th> <th>Dated.</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>ITI/DM/2021/125</td> <td>05/01/2021</td> <td>Implementation for IUMS on managed service model for the period of 13-07-2020 to 12-10-2020 (03 Months) As per agreement clause no. 3rdii(a) and renewal agreement 18% IGST</td> </tr> <tr> <td>ITI/DM/20-21/12</td> <td></td> <td>TDS - TDS - TDS - 2.08% ON 9292500 IGST - IGST - IGST - 2.00% ON 9292500</td> </tr> </tbody> </table>	Bill No.	Dated.	Description	ITI/DM/2021/125	05/01/2021	Implementation for IUMS on managed service model for the period of 13-07-2020 to 12-10-2020 (03 Months) As per agreement clause no. 3rdii(a) and renewal agreement 18% IGST	ITI/DM/20-21/12		TDS - TDS - TDS - 2.08% ON 9292500 IGST - IGST - IGST - 2.00% ON 9292500	7875000.00		
Bill No.	Dated.	Description											
ITI/DM/2021/125	05/01/2021	Implementation for IUMS on managed service model for the period of 13-07-2020 to 12-10-2020 (03 Months) As per agreement clause no. 3rdii(a) and renewal agreement 18% IGST											
ITI/DM/20-21/12		TDS - TDS - TDS - 2.08% ON 9292500 IGST - IGST - IGST - 2.00% ON 9292500											
		1417500.00	-193284.00 -185850.00										
		9292500.00	-379134.00	891336									
Amount in Words Rs. Eighty Nine Lakhs Thirteen Thousand Three Hundred and Sixty Six Rupees only		Total :	9292500.00	-379134.00 891336									

Budget Allocation Rs.
Expenditure including this bill Rs.
Balance available Rs.

Certified that 01 voucher have been enclosed here within this abstract after scrutinizing the necessary certificates as per rules
* Bank details of above party is carefully checked & found correct.

ASSISTANT REGISTRAR
ACADEMIC BRANCH
JAI NARAIN VYAS UNIVERSITY
JODHPUR

Signature of DD

FOR OFFICE USE ONLY

Pay Rs.-----

By Adjustment Rs. _____			
By Cheque Rs. _____			
By Total Rs. _____			
Assistant _____	Section Officer _____	Assistant Registrar _____	Finance Officer _____
CASH BRANCH		COMPILATION BRANCH	
Paid Vr No. _____		Vr Posted In. _____	
Cheque No. _____		Register No. _____	
Date _____		Page No. _____	
Amount Rs. _____		Date _____	
Assistant _____	Assistant Registrar _____	Assistant _____	Section Officer _____

Assistant Registrar
Academic Section
J.N. Vyas University,
JODHPUR

REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)

BILL / INVOICE



आईटीआई लिमिटेड
ITI LIMITED

201-202, ROHIT HOUSE
3, TOLSTOY MARG, NEW DELHI-110001

GSTIN : 07AAACI4625C1Z1

R.O. Delhi (A Govt. of India Undertaking)

Phone: 011-23317195, 23317666 Fax: 011- 23317197
Email: marketing_dli@itilttd.co.in , ro_dli@itilttd.co.in

BILL NO: ITI/DM/20-21/125

Date: 05-01-2021

Paying Authority:

Registrar
JAI NARAIN VYAS UNIVERSITY JODHPUR , RAJASTHAN
GSTIN/UID : 08AAAJJ0696H1Z2

Ordering Authority:

Registrar
JAI NARAIN VYAS UNIVERSITY JODHPUR ,
RAJASTHAN
GSTIN/UID : 08AAAJJ0696H1Z2

Registrar
JAI NARAIN VYAS UNIVERSITY JODHPUR , RAJASTHAN
GSTIN/UID : 08AAAJJ0696H1Z2

Purchase/Work Order/Contract Reference No: JNVU/Aca/A/12931 , D: 21.08.2019

Sl. No.	ITEM DESCRIPTION	HSN Code	NO. OF Student	Unit	Unit Price	Amount
1	Implementation for IUMS on managed service model for the period of 13-07-2020 to 12-10-2020 (03months) As per agreement clause no. 3rdii(a) and renewal agreement	998314	175000	Nos.	45.00	7875000.00

NOTE :

Entered in Stock Register Pg. No.
Verified & Passed for Rs. 9292500

NET Amount	7875000
IGST @18%	1417500
Total Amount	9292500
Payable Amount	9292500

Payable Amount in words Rs: Ninety Two Lakh Ninety Two Thousand Five Hundred only .

Prepared By



Authorised Signatory

Assistant Registrar
Academic Section
J.N. Vyas University,
JODHPUR

ASSISTANT REGISTRAR
ACADEMIC BRANCH
JAI NARAIN VYAS UNIVERSITY
JODHPUR

COUNTER SIGNED

REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)

ok



Jai Narain Vyas University, Jodhpur
University Administrative Office

Department : Academic Section

ABSTRACT OF CONTINGENT BILL
NON PLAN

Bill No. 19470

Dated 09/03/2021

Head of Account II. ADMINISTRATIVE OFFICE I-(i). CENTRAL OFFICE

Sub Head Processing of online application & Admission Forms/Pre Examination works from Exam/Secrecy

S.No.	Particulars of Expenditure	Gross	Deduction.	NetPay															
1	Party Details M/s ITI LIMITED(201-202, ROHIT HOUSE,3 TOLSTOY MARG, NEW DELHI) Account Payee Name M/s ITI Ltd. Bank Name Bank Of Baroda Branch Name K.G.Marg Branch 19 Surya Kiran Building Account Type CC Account No 06230500000010 IFSC Code BARB0CURZON City Delhi Mobile No. 01123317195 GST No. 07AAACI4625C1Z1 Pan No AAACI4625C																		
	<table border="1"> <thead> <tr> <th>Bill No.</th> <th>Dated.</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>ITI/DM/2021/170</td> <td>01/03/2021</td> <td>Implementation for IUMS on managed service model for the period of 13-10-2020 to 12-01-2021 (03 Months) As per agreement clause no. 3rdii(a) and renewal agreement</td> </tr> <tr> <td></td> <td></td> <td>18% IGST</td> </tr> <tr> <td></td> <td></td> <td>TDS - TDS - 2.08% ON 9292500</td> </tr> <tr> <td></td> <td></td> <td>IGST - IGST - 2.00% ON 9292500</td> </tr> </tbody> </table>	Bill No.	Dated.	Description	ITI/DM/2021/170	01/03/2021	Implementation for IUMS on managed service model for the period of 13-10-2020 to 12-01-2021 (03 Months) As per agreement clause no. 3rdii(a) and renewal agreement			18% IGST			TDS - TDS - 2.08% ON 9292500			IGST - IGST - 2.00% ON 9292500	7875000.00		
Bill No.	Dated.	Description																	
ITI/DM/2021/170	01/03/2021	Implementation for IUMS on managed service model for the period of 13-10-2020 to 12-01-2021 (03 Months) As per agreement clause no. 3rdii(a) and renewal agreement																	
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		TDS - TDS - 2.08% ON 9292500																	
		IGST - IGST - 2.00% ON 9292500																	
			1417500.00																
				-193284.00															
				-185850.00															
			9292500.00	-379134.00															
				8913366.00															
Amount in Words Rs. Eighty Nine Lakhs Thirteen Thousand Three Hundred and Sixty Six Rupees only		Total :	9292500.00	-379134.00	8913366.00														

Budget Allocation Rs.
Expenditure including this bill Rs.
Balance available Rs.

Certified that 01 voucher have been enclosed here within this abstract after scrutinizing the necessary certificates as per rules
Bank details of above party is carefully checked & found correct.

ASSISTANT REGISTRAR
CASH BRANCH
JAI NARAIN VYAS UNIVERSITY
JODHPUR
Signature of DDO

FOR OFFICE USE ONLY

Pay Rs.

By Adjustment Rs. _____	_____	-----only	
By Cheque Rs. _____	_____		
By Total Rs. _____	_____		
Assistant _____	Section Officer _____	Assistant Registrar _____	Finance Officer _____
CASH BRANCH		COMPILATION BRANCH	
Paid Vr No. _____	_____	Vr Posted In. _____	_____
Cheque No. _____	_____	Register No. _____	_____
Date _____	_____	Page No. _____	_____
Amount Rs. _____	_____	Date _____	_____
Assistant _____	Section Officer _____	Assistant _____	Section Officer _____

Assistant Registrar
Academic Section
J.N. Vyas University,
JODHPUR

COUNTER SIGNED
REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)



Jai Narain Vyas University, Jodhpur

University Administrative Office

Department : Academic Section

ABSTRACT OF CONTINGENT BILL

NON PLAN

Bill No. 19942

Dated 15/06/2021

Head of Account I I. ADMINISTRATIVE OFFICE I-(i). CENTRAL OFFICE

Sub Head Processing of online application & Admission Forms/Pre Examination works from Exam/Secrecy

S.No.	Particulars of Expenditure	Gross	Deduction.	NetPay						
1	Party Details M/s ITI LIMITED(201-202, ROHIT HOUSE,3 TOLSTOY MARG, NEW DELHI) Account Payee Name M/s ITI Ltd. Bank Name Bank Of Baroda Branch Name K.G.Marg Branch 19 Surya Kiran Building Account Type CC Account No 06230500000010 IFSC Code BARB0CURZO City Delhi Mobile No. 01123317195 GST No. 07AAAC14625C1Z1 Pan No AAACI4625C									
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Bill No.	Dated.	Description								
ITI/DM/21-22/05	02/06/2021	Implementation for IUMS on managed service model for the period of 13-01-2021 to 12-04-2021 (03 Months). As per agreement clause no. 3rdii(a) and renewal agreement 18% IGST TDS - TDS - 2.08% ON 9292500 IGST - IGST - 2.00% ON 9292500								
			1417500.00							
				-193284.00						
				-185850.00						
			9292500.00	-379134.00						
				8913366.00						
Amount in Words Rs.	Eighty Nine Lakhs Thirteen Thousand Three Hundred and Sixty Six Rupees only	Total :	9292500.00	-379134.00						
				8913366.00						

Budget Allocation Rs.

Expenditure including this bill Rs.

Balance available Rs.

Certified that 01 voucher have been enclosed here within this abstract after scrutinizing the necessary certificates as per rules.

* Bank details of above party is carefully checked & found correct.




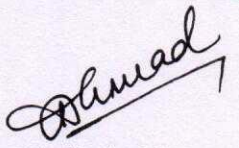
Signature of DDO
ASSISTANT REGISTRAR
 ACADEMIC SECTION
 JAI NARAIN VYAS UNIVERSITY
 JODHPUR

AB
Assistant Registrar
 Academic Section
 J.N. Vyas University,
 JODHPUR

COUNTER SIGNED

Ca
REGISTRAR
 Jai Narain Vyas University
 JODHPUR (Raj.)

BILL / INVOICE

	आईटीआई लिमिटेड ITI LIMITED	201-202, ROHIT HOUSE 3, TOLSTOY MARG, NEW DELHI-110001				
	GSTIN : 07AAAC14625C1Z1					
R.O. Delhi	(A Govt. of India Undertaking)	Phone:	011-23317195, 23317666	Fax :	011- 23317197	
		Email:	marketing_dli@itiltcd.co.in , ro_dli@itiltcd.co.in			
BILL NO: ITI/DM/20-21/170			Date: 01-03-2021			
Paying Authority: Registrar JAI NARAIN VYAS UNIVERSITY JODHPUR , RAJASTHAN GSTIN/UIN : 08AAAJJ0696H1Z2			Ordering Authority: Registrar JAI NARAIN VYAS UNIVERSITY JODHPUR , RAJASTHAN GSTIN/UIN : 08AAAJJ0696H1Z2			
Registrar JAI NARAIN VYAS UNIVERSITY JODHPUR , RAJASTHAN GSTIN/UIN : 08AAAJJ0696H1Z2						
Purchase/Work Order/Contract Reference No: JNVU/Aca/A/18168 , Dt 21.10.2020						
Sl. No.	ITEM DESCRIPTION	HSN Code	No. of Student	Unit	Unit Price	Amount
1	Implementation for IUMS on managed service model for the period of 13-10-2020 to 12-01-2021 (03months) As per agreement clause no. 3rdii(a) and renewal agreement	998314	175000	Nos.	45.00	7875000.00
NOTE :					NET Amount	7875000
					IGST @18%	1417500
					Total Amount	9292500
Payable Amount						9292500
Payable Amount in words Rs: Ninety Two Lakh Ninety Two Thousand Five Hundred only .						
 Prepared By	 Stamp			 Authorised Signatory		

Entered in Stock Register Pg. No.
 Verified & Passed For Rs. 9292500

ASSISTANT REGISTRAR
ACADEMIC BRANCH
JAI NARAIN VYAS UNIVERSITY
JODHPUR

COUNTER SIGNED

REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)

Assistant Registrar
Academic Section
J.N. Vyas University,
JODHPUR