

JAI NARAIN VYAS UNIVERSITY JODHPUR



2016 - 2021

4.3.2 Institution has an IT policy, makes appropriate budgetary provision and updates its IT facilities including Wi-Fi facility.

CONTRACT COPIES- ONLINE CELL



राजस्थान RAJASTHAN

R 635785

AGREEMENT

This Services agreement ("Agreement") is made on this 6./10/2021 at JNVU, Jodhpur

By and Between

Jai Narain Vyas University (JNVU) Jodhpur, Rajasthan (hereinafter called the University/Customer/JNVU, which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) through its REGISTRAR of the FIRST PART

And


M/s Expedien eSolutions Limited, a company duly registered under the provisions of Company's Act 1956, having its corporate office at A-198, Sector-63, Noida-201301 (hereinafter called Contractor/Supplier/Expedien), which expression, shall, unless

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Jai Narain Vyas University
JODHPUR (Ref.)

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ACADEMIC BRANCH
JAI NARAIN VYAS UNIVERSITY
JODHPUR




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ACADEMIC BRANCH
JAI NARAIN VYAS UNIVERSITY
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repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives on behalf of Expedien, through its Manager, Mr. Chandresh Singh, authorised signatory of the SECOND PARTY.

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

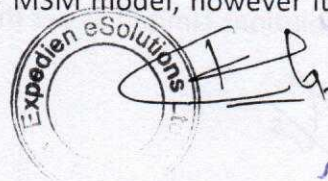
WHEREAS:


- a. The First Party (University) had issued a tender notice No. JNVU/2021/REF/001 on 02/08/2021 inviting Request for Proposal (RFP) from competent entities for the purpose of Engagement of Technical Consultancy Firm for Maintenance, Support of University Management System and Software Solution for Jai Narain Vyas University, Jodhpur for the Academic Year 2021 to 2024.
- b. University, as per the tender terms and on the basis of recommendation of the committee constituted by the Hon'ble Vice Chancellor for Quality & Cost Based Selection (QCBS), awarded the Work Order for Maintenance, Support of University Management System and Software Solution for Jai Narain Vyas University, Jodhpur for the Academic Year 2021 to 2024 vide Letter No. JNVU/Aca/A/1012 Dated- 29/09/2021 to Party of the Second Part (M/s Expedien eSolutions Limited) and subsequently, both M/s Expedien eSolutions Limited and the Jai Narain Vyas University (hereinafter referred to as *Parties*) entered into an Agreement dated- 6.10.2021.
- c. Subsequently The Second Party (Expedien) has agreed to get implemented the Managed Service Model (MSM) to manage the Maintenance, Support of University Management System and Software Solution at the University for listed modules in the above referred work order.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and other 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 3 years for the academic year 2021 to 2024 as per Purchase Order's terms & conditions vide ref. no.- JNVU/Aca/A/1012 dated 29.09.2021 for the services of MSM model, however it will be


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extendable for further period on mutual basis and as per RTPP Act, 2012 & Rules, 2013 and according to GF & AR Rules of Govt. of Rajasthan, upon completion of three years of initial term of the agreement, after satisfactory performance. The service period will commence from dated-13/10/2021.

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 described in the tender document & Technical proposal submitted by Expedien and work order issued by the University vide ref. no.- JNVU/Aca/A/1012 dated 29.09.2021.

3. **Payments Terms and Schedule**

- i) **MSM Services:** The cost of Rs.240/- plus GST per student per examination w.e.f. 13/10/2021 onwards for three (3) academic years (up to 12/10/2024) will be paid for the actual number of students, who submitted the online fees with their forms to this University in that quarters. For the first year billing, the actual count of the student will be followed by the last count of the examination form filling. *Whereas, actual number of students count shall be based on the student's successful examination form filling, the said count will be provided after examination form filling of each examination per year/ semester, if in case of higher count than previous year exam form filled by the students, difference in the billing will be claimed or adjusted with a separate bill/payment for the billing cycle of relevant contractual year.*
- ii) Yearly cost of the services will be divided in 4 installments in an academic year and payable in four quarters for the actual number of students at the end of each quarter in following manner:

Duration of bill	To be paid in month of	Amount to be paid
(1) July to September	October	Payment will be done in quarterly manner
(2) October to December	January	
(3) January to March	April	
(4) April to June	July	

Invoice for the payment will be submitted to the University within 7 days to the end of each quarter. The University shall release the payment within 7 days after submission of the bill. The payment shall be made through RTGS in favor of Expedien eSolutions Limited as per the details provided with the invoice.



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iii) MSM services include following modules & software related work:

(a) Modules covered under University Management System:

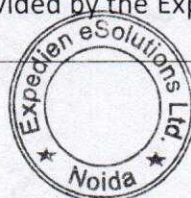
S. No.	Description of Items and Services
1.	<p>UIMS Modules covered:</p> <ol style="list-style-type: none"> 1. Pre-Admission 2. Admission & Academics 3. Student Fee Management 4. Self Service Portal for Student 5. Student Attendance Management 6. Hostel Management 7. Alumni Management 8. Examination & Result (Pre), E-Certificate Modules for all types of certificates issuing online with online fees collection. 9. Examination & Result (Post), E-Certificate Modules for all types of certificates issuing online with online fees collection. 10. Placement Management 11. Financial Accounting and Government Treasury System. 12. Budget Management 13. Recruitment Management 14. Employee Establishment Management, Digitalization of Service Record, E-pension module for Pension and Family Pension, Employees attendance module. 15. Employee Self Service Portal 16. Leave Management 17. Pension Management 18. Stores & Purchase 19. EPF and Loan Application Online Service Module 20. RTI Cell Management 21. College Affiliation Management Module 22. Guest House Management 23. Research and Projects (Development Section) 24. Research Management (Research Cell) 25. Students Identity Card with Laces (<i>for campus students only</i>)

(b) Stationery, Hardware & AMC of existing Hardware items for UMS:

S. No.	Description of Items and Services
1	All the stationary for the printing of roll list of Students, Tabulation Register, Enrolment Register, Mark Sheet, OMR Sheet and Award Sheets will be provided by the Expedien.

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2	Existing Hardware that is available already in the University's support's team for the UMS will be in the charge of Expedien for annual maintenance and expenditure for the AMC will be responsibility of Expedien.
3	New hardware required for the soft working of the project will be responsibility of Expedien. University provided Computers, Printers, Scanners, Photocopiers and Photocopy papers will be managed by Expedien for UMS support team available in the University's campus.
4	Storage of all data in hard disk will be the responsibility of Expedien.
5	However, the furniture, connectivity (Power, Power back up & Internet) and clean premises with air conditioning for working and sitting will be provided by the University.

(c) Manpower, help desk & training:

S. No.	Description of Items and Services																																								
1	Manpower deployment: The employees with computer typing ability (Hindi & English) plus minimum RSCIT qualified & computer work experienced will be provided for following faculties:																																								
	<table><tr><th>S. No.</th><th>Office/Faculty Name</th><th>Number of Manpower</th></tr><tr><td>1.</td><td>Examination Section</td><td>2</td></tr><tr><td>2.</td><td>Secrecy Section</td><td>2</td></tr><tr><td>3.</td><td>Accounts Section</td><td>3</td></tr><tr><td>4.</td><td>Academic Section</td><td>2</td></tr><tr><td>5.</td><td>KN College</td><td>1</td></tr><tr><td>6.</td><td>Dean Science</td><td>1</td></tr><tr><td>7.</td><td>Dean Arts</td><td>1</td></tr><tr><td>8.</td><td>Dean Commerce</td><td>1</td></tr><tr><td>9.</td><td>Dean Law</td><td>1</td></tr><tr><td>10.</td><td>Dean Engineering</td><td>1</td></tr><tr><td>11.</td><td>Help Desk Support*</td><td>2</td></tr><tr><td>12.</td><td>Online Cell with Supervisors</td><td>As per the requirement of works on the discretion of bidder so that the works assigned to be completed well in time.</td></tr></table>	S. No.	Office/Faculty Name	Number of Manpower	1.	Examination Section	2	2.	Secrecy Section	2	3.	Accounts Section	3	4.	Academic Section	2	5.	KN College	1	6.	Dean Science	1	7.	Dean Arts	1	8.	Dean Commerce	1	9.	Dean Law	1	10.	Dean Engineering	1	11.	Help Desk Support*	2	12.	Online Cell with Supervisors	As per the requirement of works on the discretion of bidder so that the works assigned to be completed well in time.	
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2.	*Help desk support:																																								
	1. The Expedien would be responsible for providing at least a																																								

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	<p>2 seater Help Desk Support at the University.</p> <p>2. The help Desk should be functional on all working days as per University working hours.</p> <p>3. The application should generate detailed reports on status of the complaints logged.</p> <p>4. The Help Desk shall guide the university stakeholders as well as applicants on effective usage of the system.</p> <p>5. A separate email address will be provided to helpdesk to support the student so that multiple options will be available to students to deal with their problems</p>
3.	<p>Training:</p> <ul style="list-style-type: none"> • Expedien must provide the on-demand training and online help pages for all the official users of the University. • Expedien shall be responsible Train the Trainer in different user domains, whenever required.

(d) Managed Support Services:

S. No.	Description of Items and Services
1	<ul style="list-style-type: none"> • Providing a help-desk for the resolution of queries and troubleshooting in functional and technical areas. • Dedicated Support Portal for issue management and Tracking. • Feedback form. • Fixing the issues identified in the proposed system. • Documentation of all the updates, upgrades and new releases. • SLA Reporting and Management. • Data Migration support • Access with single sign-on. • Supporting bio-metric and one integrated payment gateway. • Capability for continuous improvement and up-gradation. • Configurability through web-interface. • Provision for decision support mechanism. • Facilitate paperless working. • Workflow based process approval and archival mechanism, which should be a rule based engine and not hard coded workflow.

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	<ul style="list-style-type: none"> • Supporting digital signatures for selected high level functionaries. • Comprehensive data and application security features. • Adequate security provisions for preventing tampering of the software as well as data. • Archival of information and data. • Report generation of all types of activities. • Up-gradation in modules as required by the need of University • SMS Alerts Facility for Students (20 SMS per annum per student)
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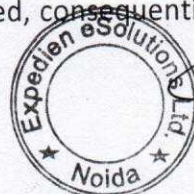
4. Expedien's obligations:

- Customization shall be only the off-site activity however Expedien's onsite team will coordinate for the customization/upgrade activity as per approved University requirements within a defined time period.
- Expedien shall ensure for the system of having uninterrupted Power Supply for Servers at the Datacenter.
- Expedien shall ensure Internet bandwidth for Servers at the Datacenter.
- Expedien shall ensure deployment of adequate Technical manpower like Database Administrators, IT Engineers etc., at its hosting facility.

5. University Responsibility:

- University will ensure adequate power & power backup arrangements for flawless operations to UMS support team deployed in the University's campus.
- University provide fully dedicated Internet lease lines of at least 100 Mbps and Virus free LAN connectivity within the campus for the MSM team.
- University shall provide exclusive space at University campus with all basic fittings and fixtures, and proper seating arrangement for Handholding & Support Staff.
- University shall provide dedicated Phone lines for Help Desk support.
- University shall provide University domain/functional experts whenever required for the System Integration.
- University shall designate a Project Manager/Co-coordinator/Nodal Officer who shall act as one point of contact for all purposes of the project under

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for all coordination for and on behalf of University as the main and direct interface between University and Expedien.

- vii) University shall provide specific and detailed information concerning the University workflow, procedures and transaction volumes as they relate to use of the UMS.
- viii) University shall arrange computer, Projector, whiteboard etc. for providing training to users of the University.
- ix) University shall be responsible to examine all the data through the designated University's authorized personal/departments before publishing it.
- x) University will ensure timely payments, within 7 days, to Expedien upon submission of bill as per the agreement terms.
- xi) University shall provide the suitable accommodation on the rates payable by University's officials, either in the Guest House or University's quarters, to the Expedien's personal during their stay in the University for the entire contractual period.

6. **Taxes and Duties:** GST at actual, as applicable on the date of invoice, shall be charged extra at the time of billing.

7. **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 Expedien's Project Manager.

8. In case it is required to escalate any matter for the resolution, GM-Sales will be first level of escalation and VP-Operations will be final level of escalation. Escalation matrix including the email IDs & contact numbers will be provided as the part of Project Initiation Document (PID).

9. **Project Monitoring:** There shall be a project monitoring committee to be constituted jointly by Expedien, and University to ensure expeditious delivery of the project/ solution components and for removal of bottlenecks in the execution of the project.

10. **Performance Bank Guarantee:** - Expedien eSolutions Ltd. will furnish performance bank guarantee of value to the 2.5% of the annual contract value (*i.e. estimated PBG value Rs.10,00,000/-*). It will be renewed annually for three years till the contract period.

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11. **Force Majeure:** Expedien shall not be liable for any delay in performing its obligation here under if and to the extent that such delay is the result of an event of force majeure which mean and includes wars, insurrections, earthquakes, eclipses, sun outages, fire, flood, epidemics, trade embargoes, strikes, act of GOD, or mall function due to electromagnetic space storm, Internet/Network failure, and such other acts or events beyond the control of Expedien's legal and constitutional framework.

12. **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.

13. **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 Expedien: VP-Operations

A-198, Sector-63, Noida-201301

E-mail: pawasthi@expediens.com, vpo@expediens.com

For University: The REGISTRAR,

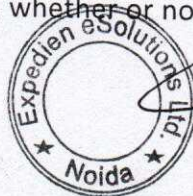
JNVU, Jodhpur

E-mail: jnvuregistrar1962@gmail.com

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

15. **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 the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

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16. **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").

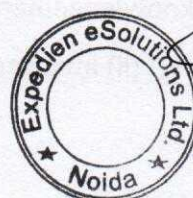
In receiving any Confidential Information, each of us (the "Receiving Party") shall keep any such Confidential Information received from or belonging to the other or its affiliates (the "Disclosing Party") secret and shall not:



- 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.
 - iii) 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).

17. Liability and Indemnification:

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


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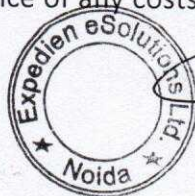



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- ii) However, the limitations described above in this section do not apply to either party's indemnification obligations, as well as any losses caused by fraud, bad faith, gross negligence, willful misconduct or either party's breach of its confidentiality 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:
- breach of any of its representations, warranties or covenants in this Agreement;
 - any act or omission by either party that constitutes fraud, bad faith, gross negligence or willful misconduct; or
 - 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 indemnifying 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.
- v) Settlement – Without the indemnified party's written consent, the indemnifying party agrees not to settle any claim if the settlement (i) contains a stipulation to or admission or acknowledgement of, any liability or wrongdoing on the part of the indemnified party; (ii) involves the incurrence of any costs or expenses on the

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part of the indemnified party; or (iii) imposes any obligation upon the indemnified party.


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

- i) If either of the Party materially breaches any of representations, warranties, covenants or agreements in this Agreement or otherwise fails to perform any of material obligations in this Agreement or, the other party can send a written notice advising of the breach or failure and providing a Seven business day period for the breach or failure to be cured. If the breach or failure hasn't been cured within this Seven business day period, the non-breaching party can immediately terminate this Agreement.
- ii) Either of the Party may terminate this Agreement immediately upon written notice to the other if the other party becomes or is declared bankrupt or insolvent; is the subject of any proceedings related to liquidation, insolvency, the appointment of a receiver or similar person, or makes an assignment for the benefit of all or substantially all of its creditors. Either party may also immediately terminate this Agreement upon written notice to other party if it commits any act, or is alleged to have committed any act, that aggrieved party reasonably believe could make a continued relationship between the Parties harmful to their reputation or goodwill.
- iii) In the event of termination of this Agreement on grounds other than proven delays and unsatisfactory performance from the part of Expedien, the University shall pay Expedien for all services rendered and reasonable expenses incurred through the date of termination;
- iv) All other rights and obligations of each of Parties in this Agreement will terminate, except rights and obligations of Parties which are intended to survive the Agreement termination or expiration will survive.

19.Governing Law: If any dispute is not resolved amicably in between the parties, the matter shall be referred to an independent arbitrator appointed in terms of the provisions of Arbitration and Reconciliation Act 1996. The arbitration shall also be conducted in terms of above mentioned Act. The jurisdiction to resolve the dispute would be at Jodhpur (Rajasthan) and no other places.


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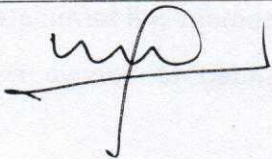
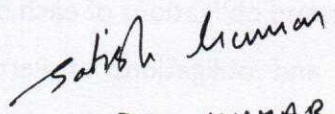


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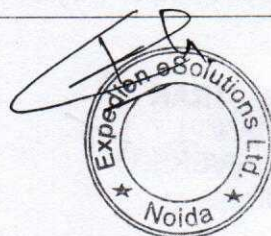
20. NON SOLICITATION:

- i) During the term of this Agreement and for a period of Five Years after the expiration of this agreement or the termination of this agreement neither Party shall solicit or hire the other Party's employees or any of their service provider's employees without the express and written consent of such other Party.
- ii) For the purposes of this clause and notwithstanding any other provision of this Agreement the Party shall mean and include any legal entities being subsidiaries, affiliates or associated companies, partnership firms or firm, society, trust etc. in which such Party has any substantial association or equity or control.

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 (Customer)	Signed on behalf of Expedien eSolutions Ltd., (Supplier)
Signature 	Signature 
Name : Gomati Shaema	Name : CHANDRESH SINGH
Designation: Registrar Narain Vyas University Jodhpur	Designation : Manager Expedien eSolutions Ltd.
Address	Address A-198, Sector-63,
Place JODHPUR	Place Noida - 201301
In the presence of (witness)	
1. 	1.  SATISH KUMAR
2.	2.

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JAI NARAIN VYAS UNIVERSITY, JODHPUR
(ACADEMIC SECTION)

No.JNVU/Aca/A/10/2

Dated: 29.09.2021

Expedien eSolution Ltd.
A-198, Sector 63,
Noida 201301,
Uttar Pradesh

Sub: Regarding work order for the academic session 2021 to 2024 and submission


Dear Sirs,


On the basis of the recommendation of the Committee constituted by the Hon'ble Vice Chancellor for Engagement of Technical Consultancy firm for maintenance, support of University Management System and Software solution for the Academic Session 2021-2024 Quality and Cost Based Selection (QCBS) your firm has fulfilled the tender bid conditions (Technically and Finance), therefore, we are placing an order to your firm to undertake the following works at the negotiated rate @ Rs. 240/- plus GST per student per examination w.e.f. 13.10.2021:-

A. Modules and Software Related Work:

1. Pre-Admission
2. Admission & Academics
3. Student Fee Management
4. Self Service Portal for Student
5. Student/Staff Attendance Management
6. Hostel Management
7. Alumni Management
8. Examination & Result (Pre), E-Certificate Modules for all types of certificates issuing online with online fees collection.
9. Examination & Result (Post), E-Certificate Modules for all types of certificates issuing online with online fees collection.
10. Placement Management
11. Financial Accounting and Government Treasury System.
12. Budget Management
13. Recruitment Management

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JODHPUR (Raj.)


ASSISTANT REGISTRAR
ACADEMIC BRANCH
JAI NARAIN VYAS UNIVERSITY
JODHPUR

14. Employee Establishment Management, Digitalization of Service Record, E-pension module for Pension and Family Pension, Employees attendance module.

15. Employee Self Service Portal

16. Leave Management

17. Pension Management

18. Stores & Purchase

19. EPF and Loan Application Online Service Module

20. RTI Cell Management

21. College Affiliation Management Module

22. Guest House Management

23. Research and Projects (Development Section)

24. Research Management (Research Cell)

25. Students Identity Card with Laces

B. Manpower Deployment – 20 Employees with computer typing ability(Hindi & English) + Minimum RSCIT Qualified and Computer Work Experienced.

C. Stationary, AMC and Other work mentioned in Tender Document.

D. All the Scope of Work mentioned in Tender No JNVU/2021/REF/001 dated 02-8-2021, any other work demanded due to new situation.

You are solicited to present in the Office of the undersigned with the duly typed agreement on the Non judicial Stamp for Rs. 1000/- & Performance Bank Guarantee/Demand Draft 5% of total value of the contract within 15 days. The payment and other terms & conditions will remain same as per the agreement.

(GOMATI SHARMA)

REGISTRAR

ASSISTANT REGISTRAR
ACADEMIC BRANCH
JAI NARAIN VYAS UNIVERSITY
JODHPUR

COUNTER SIGNED

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Jai Narain Vyas University
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Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

: IN-DL60302036845711R
: 25-Sep-2019 02:52 PM
: IMPACC (IV)/ dl960303/ DELHI/ DL-DLH
: SUBIN-DL6030328373363521343R
: ITI LIMITED DELHI
: Article 5 General Agreement
: Not Applicable
: 0
: (Zero)
: ITI LIMITED DELHI
: JNV UNIVERSITY JODHPUR
: ITI LIMITED DELHI
: 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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Description of Document

Property Description

Consideration Price (Rs.)

First Party

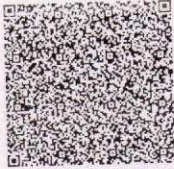
Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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: 25-Sep-2019 02:52 PM
: IMPACC (IV)/ dl960303/ DELHI/ DL-DLH
: SUBIN-DL6030328371936262657R
: ITI LIMITED DELHI
: Article 5 General Agreement
: Not Applicable
: 0
: (Zero)
: ITI LIMITED DELHI
: JNV UNIVERSITY JODHPUR
: ITI LIMITED DELHI
: 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 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 dated 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 a. Annexure – A, along with the present extension agreement shall be the entire agreement between the parties.


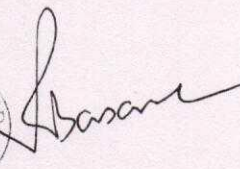
All the terms and conditions of the original contract shall remain unchanged except the following:

- 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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JODHPUR (Raj.)

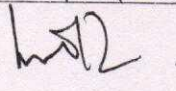
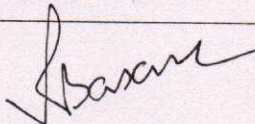
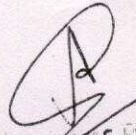
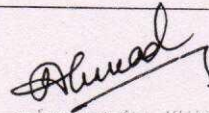

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Academic Section
J.N. Vyas University,
JODHPUR


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

25/9

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	Designation: Deputy General Manager
Jai Narain Vyas University, Jodhpur	उप महाप्रबन्धक / Dy. General Manager आईटीआई लिमिटेड / ITI Limited (भारत सरकार का उपक्रम) (A Govt. of India Undertaking) नई दिल्ली / New Delhi
Address:	Address: 201-202 Rohit House, 3 Polsoy Marg, New Delhi
Place:	Place:
the Presence of (Witness)	
 Assistant Registrar Academic Section J.N. Vyas University, JODHPUR	 आई.एम. खान / I.A. KHAN सहायक प्रबन्धक (विप.) / Asst. Manager (V.P.) आईटीआई लिमिटेड / ITI Limited (भारत सरकार का उपक्रम) (A Govt. of India Undertaking) नई दिल्ली / New Delhi

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


REGISTRAR
Jai Narain Vyas University,
JODHPUR (Raj.)



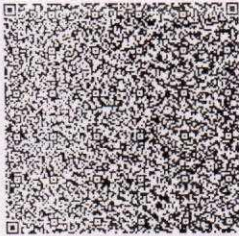
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Certificate No.	: IN-DL374900456996520
Certificate Issued Date	: 12-Apr-2016 02:59 PM
Account Reference	: IMPACC (PF)/ dl763913/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL763913739804160764090
Purchased by	: ITI LTD DELHI
Description of Document	: 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)



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.

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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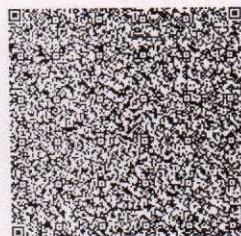
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Certificate No. : IN-DL374902314920470
 Certificate Issued Date : 12-Apr-2016 02:59 PM
 Account Reference : IMPACC (PF)/ di763913/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL763913739800450618500
 Purchased by : ITI LTD DELHI
 Description of Document : 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
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 J.N. Vyas University,
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 Jai Narain Vyas University
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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



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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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251

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

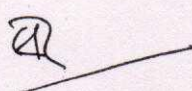
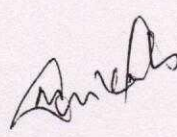

WHEREAS, the University vide its Letter No.JNVU/Aca/16/9376 Dated 7.4.2016 has expressed its desire to take the services of ITI in relation to supply of Educational ERP Product (Integrated University Management Solution, hereafter referred to as 'IUMS').

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




Assistant Registrar
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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.

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- 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-AdmissionAdmission & AcademicsExamination & ResultAffiliation SectionSelf Service Portal for StudentsFee ManagementFinancial AccountingBudget ManagementBill Tracking SystemEstablishmentHRMS & PayrollStore & PurchaseHostel ManagementGuest House ManagementAlumni AssociationPlacement ServicesConvocation ManagementVC & AdministrationOffice Management	For a minimum Student Strength of 175000 and Onwards = Rs. 20/- Per Student per month

4 - 14

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

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Jai Narain Vyas University
JODHPUR (Raj.)

	<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>

(89)

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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.

5 - 14

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

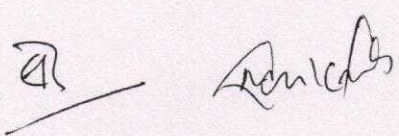
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 J.N. VYAS UNIVERSITY

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 Jai Narain Vyas University
 JODHPUR (Raj.)

- 88
278
- 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.

6 - 14


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Jai Narain Vyas University
JODHPUR (Raj.)

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:-

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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	Dedicatedly 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	Dedicatedly 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

[Signature]

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7 - 14



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

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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.

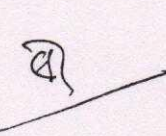
6. **Taxes and Duties:** VAT/CST at actual and Service Tax at actual, as applicable on the date of invoice shall be charged extra at the time of billing.

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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JODHPUR


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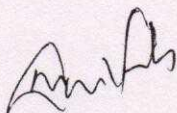

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JODHPUR (Raj.)

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

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245

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 examinationors /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

9 - 14





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


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.

(84)
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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:

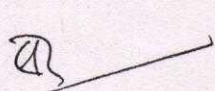
For ITI:

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



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REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)

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

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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

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

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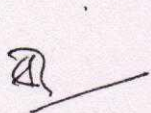
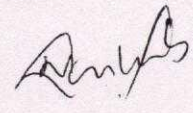

REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)

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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.



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


REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)

intended to survive the Agreement termination or expiration will survive.


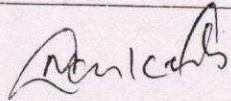

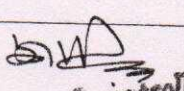
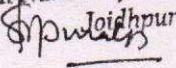
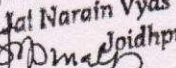
80

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- 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 	Signature 
Name Registrar	Name : Mukesh Kumar Gupta M-9414278771
Designation: Registrar Jai Narain Vyas University, Jodhpur	Designation: Assistant Manager MUKESH KUMAR GUPTA
Address: JNV University	Address: ITI Limited OFFICER INCHARGE
Place: Jodhpur	Place: Jodhpur ITI LIMITED, JAIPUR
In the presence of (witness)	
1.  Comptroller (Government of Rajasthan) Jai Narain Vyas University Jodhpur 13/4/14	1.  Comptroller (Government of Rajasthan) Jai Narain Vyas University Jodhpur 13/4/14
2. 	2. 

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COUNTER SIGNED


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


REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)



University Administrative Office

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				
	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	7875000.00	
			TDS - TDS - 2.08% ON 9292500	417500.00	
			IGST - IGST - 2.00% ON 9292500		-193284.00
					-185850.00
				9292500.00	-379134.00
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.	

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

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.

Cheque No.

Date _____

Amount Rs.

Vr Posted In.

Register No.

Page No.

Date _____

Assistant

Section Officer




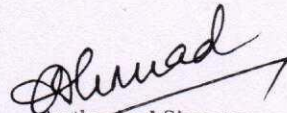
Assistant

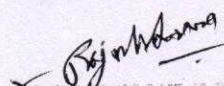
Section Officer

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 Ex. <u>92,92,500/-</u>					Payable Amount	9292500
Payable Amount in words Rs: Ninety Two Lakh Ninety Two Thousand Five Hundred only .						
Prepared By 		Stamp 		Authorised Signatory 		


ASSISTANT REGISTRAR
ACADEMIC SECTION
JAI NARAIN VYAS UNIVERSITY
JODHPUR


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 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				
	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	7875000.00	
	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.	


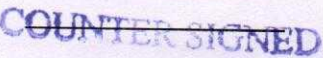

* Bank details of above party is carefully checked & found correct.

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

Signature of DDO

FOR OFFICE USE ONLY

Pay Rs.-----

By Adjustment Rs. _____ By Cheque Rs. _____ By Total Rs. _____		_____only	
Assistant	Section Officer	Assistant Registrar	Finance Officer
CASH BRANCH Paid Vr No. _____ Cheque No. _____ Date _____ Amount Rs. _____  Assistant <i>Assistant Registrar</i> Section Officer		COMPILATION BRANCH Vr Posted In. _____ Register No. _____ Page No. _____ Date _____  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						
GSTIN : 07AAACI4625C1Z1 R.O. Delhi (A Govt. of India Undertaking)						
201-202, ROHIT HOUSE 3, TOLSTOY MARG, NEW DELHI-110001						
Phone: 011-23317195, 23317666 Email: marketing_dli@itilttd.co.in, ro_dli@itilttd.co.in Fax: 011-23317197						
BILL NO: ITI/DM/20-21/125 Date: 05-01-2021						
Paying Authority: Registrar JAI NARAIN VYAS UNIVERSITY JODHPUR, RAJASTHAN GSTIN/UN : 08AAAJJ0696H1Z2						
Ordering Authority: Registrar JAI NARAIN VYAS UNIVERSITY JODHPUR, RAJASTHAN GSTIN/UN : 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. 92925001 Verified & Passed for Rs. 92925001						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		

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.)



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 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				
	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	7875000.00	
			18% IGST	1417500.00	
			TDS - TDS - 2.08% ON 9292500		-193284.00
			IGST - IGST - 2.00% ON 9292500		-185850.00
				9292500.00	-379134.00
					8913366.0
Amount in Words Rs. Eighty Nine Lakhs Thirteen Thousand Three Hundred and Sixty Six Rupees only			Total :	9292500.00	-379134.00
					8913366.0

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
 JAI NARAIN VYAS UNIVERSITY
 JODHPUR
 Signature of [Signature]

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. _____		Register No. _____	
Cheque No. _____		Page No. _____		Date _____	
Date _____		Amount Rs. _____		COUNTER SIGNED	
Assistant _____		Section Officer _____		Assistant _____	
Section Officer _____		REGISTRAR		Section Officer _____	

J.N. Vyas University, JODHPUR

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
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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. 07AAACI4625C1Z1 Pan No AAACI4625C					
	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				
			7875000.00			
			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.




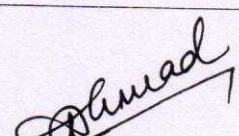
ASSISTANT REGISTRAR
Signature of DDO
ACADEMIC BRANCH
JAI NARAIN WAS UNIVERSITY
JODHPUR

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

COUNTER SIGNED

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@itilttd.co.in , ro_dli@itilttd.co.in			
BILL NO: ITI/DM/20-21/170					Date: 01-03-2021	
Paying Authority:			Ordering Authority:			
Registrar JAI NARAIN VYAS UNIVERSITY JODHPUR , RAJASTHAN GSTIN/ UIN : 08AAAJJ0696H1Z2			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
Entered in Stock Register Pg. No.					Payable Amount	9292500
Verified & Passed for Rs. 9292500						
Payable Amount in words Rs: Ninety Two Lakh Ninety Two Thousand Five Hundred only .						
 Prepared By	 Stamp			 Authorised Signatory		

✓ 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