



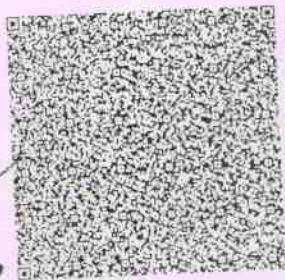
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# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

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|---------------------------|--|
| Certificate No.           | : IN-DL554319779552810                 |
| Certificate Issued Date   | : 02-Jun-2016 09:48 AM                 |
| Account Reference         | : IMPACC (IV)/ dl712703/ DELHI/ DL-DLH |
| Unique Doc. Reference     | : SUBIN-DL712703101953966949520        |
| Purchased by              | : ITI LTD                              |
| Description of Document   | : Article 5 General Agreement          |
| Property Description      | : Not Applicable                       |
| Consideration Price (Rs.) | : 0<br>(Zero)                          |
| First Party               | : ITI LTD                              |
| Second Party              | : HIMACHAL PRADESH UNIVERSITY          |
| Stamp Duty Paid By        | : ITI LTD                              |
| Stamp Duty Amount(Rs.)    | : 100<br>(One Hundred only)            |



*Handwritten Signature*  
 Registrar,  
 H P. University,  
 Shimla-171005

Please sign below this line.

### AGREEMENT

This agreement is made on this ..... day of June 2016 at ..... between M/s ITI LIMITED, a Government of India Undertaking incorporated, registered and regulated under the Companies Act 1956 of India with Corporate Identity No. L32202KA1950GO1000640, having its registered & Corporate office at: ITI Bhavan, Dooravaninagar, Bangalore-560016, & one of its Regional Office at 201-202 Rohit House, 3 Tolstoy Marg, New Delhi-110001, represented by its authorized signatory Mr. J P Tripathi, Chief Manager-Marketing & HR, hereinafter referred to as "Contractor/Supplier/ITI Ltd" (which expression shall, unless it is repugnant to the subject or context thereof mean and includes its successors in interest and permitted assigns etc.) of the FIRST PARTY.

AND

Himachal Pradesh University, Summer Hill, Shimla - 171005, Himachal Pradesh (hereinafter called the

Page 1 of 11

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#### Statutory Alert:

- 1. The authenticity of this Stamp Certificate should be available on the website of the Registrar.
- 2. The mode of checking the authenticity is available on the website of the Registrar.
- 3. In case of any discrepancy, please refer to the Registrar.

Any document created on this e-Stamp

University/Customer/HPU" through its duly authorized signatory, Registrar which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives of the SECOND PARTY.

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

WHEREAS ITI Ltd. as a supplier and implementer of Educational Enterprise Resource Planning (ERP) Product (Integrated University Management System, hereafter referred to as 'IUMS') has agreed with the H.P University for Supply & implementation of the components of IUMS, in accordance to the University's Letter/P.O. No hpu/cc/Web MIS/IUMS/SPO-16 dated 11/04/2016.

AND WHEREAS the Parties hereto now agree to act in mutual agreement in accordance with agreed terms and conditions described hereinafter:

## PART - I

### (DEFINITIONS)

In this agreement unless the context otherwise requires, the following words have the meaning as described herein under:-

- I. **Software Requirement Specification (SRS)** means the Software Requirement Specification (SRS) to be prepared by FIRST PARTY after elaborate discussions with the concerned University stakeholders and approval by SECOND PARTY for the functionalities of SECOND PARTY. This document shall include Man Machine Interface (MMI), Data Flow and Process Description.
- II. **Project Schedule** means the Schedule of target performance milestone relating to this project.
- III. **Working Day:** means weekdays from Monday to Saturday, excluding Holidays/national holidays notified by Central/State Government and 2<sup>nd</sup> Saturday will be holiday.
- IV. **Prime-Shift:** Prime-shift would mean working hours from 10:00 a.m. to 05:00 p.m. on working days.
- V. **IUMS:** Together with the modules enclosed constitute the "Integrated University Management System (IUMS) and each one of them is termed as "IUMS Module".
- VI. **Completion of IUMS:** The project is deemed to be completed after successful rendering of handholding support and expiry of the warranty period as depicted in this agreement.
- VII. **Implementation:** means IUMS sub-system wise installation of on the target platforms and making IUMS functional through web based Internet/intra-net network so that the results/reports could be obtained successfully from the test data as per approved SRS. Test Data means the data provided by project team of SECOND PARTY to FIRST PARTY and uploaded in the database for User Acceptance Test (UAT) of different modules as per SRS.
- VIII. **Implementation Support:** means helping the user in resolving IUMS related operational problems.
- IX. **Handholding:** means deployment of a dedicated trained resident support engineers for a fixed period as per Warranty and AMC obligations after the final implementation at SECOND PARTY.

  
Registrar,  
H P University,  
Wimla-171006



The prime responsibility of the support staff shall be to ensure that application remains accessible to the identified users during normal working hours. Furthermore, the support staff shall also offer immediate assistance to the users, whenever they face difficulty while working on the software. However, this responsibility shall clearly exclude owing or assuming in any sense, data entry services on behalf of the users of SECOND PARTY. The SECOND PARTY users will operate the software themselves and the Handholding Staff shall provide functional or technical assistance, whenever needed. The Handholding term may, nevertheless, be extended for a suitable period and in number as per the rates prescribed in the proposal.

## PART - II

### (GENERAL PROVISIONS)

#### Terms and conditions

**Scope of work-** The work to be executed with HPU will be as per the scope of the work laid down by ITI Limited in its

- (A) Technical proposal submitted on 19<sup>th</sup> Nov' 2016, Ref. No.-BDL/2K15/IT/IUMS/HP
- (B) The meeting on 17/03/2016 in Registrar Office, H.P. University, Shimla
- (C) Email received for clarifications From M/s. ITI Ltd. on dt. 29<sup>th</sup> Mar. 2016 & 05<sup>th</sup> April, 2016 and as duly approved by HPU.

The financial details is provided in Annexure-I.

1. Payment will be released by the University from time to time on submission of Original Bill(s), Receipt, and Delivery Challan(s) by ITI and HPU shall clear the payment within 15 days of the receipt thereof.

#### PAYMENT TERMS:

##### 2.1. For IUMS System offered Modules:

✓ For PHASE -1 (Module list enclosed) ✓

- 45% Payment against Delivery of Modules CDs
- 45% Payment against consolidated scorecard generation of RUSA Examination Results for 2015-16 session till July 2016.
- 10% Payment against implementation of all Modules.

##### For Customization and Implementation Services:

- 10% of the total cost of IUMS licenses is fixed as charges for Customization. However, if there is any change request from the University after UAT as per SRS, then, the changes shall be applicable on Man Month basis as per rates mentioned in ITI's Commercial Proposal dated 19<sup>th</sup> November, 2015, Ref. No. BDL/2K15/IT/IUMS/HPU.
- Implementation Cost shall be applicable as mentioned in ITI's Commercial Proposal dated 19<sup>th</sup> November, 2015, Ref. No. BDL/2K15/IT/IUMS/HPU and Annexure-1 of this agreement.

- 2.3. The University shall clear all dues and payment within 15 days of the receipt of ITI invoice and in the event of any delay in making the payment within the stipulated time period, would entitle ITI to claim interest on the amount due on the basis of prevailing current rate of interest till its realization. The University shall make all payment due through RTGS favouring ITI Limited, payable at New Delhi

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*Registrar,  
P. University,  
Shimla - 171024*

as per details provided in Invoice or in a separate communication before the release of the payment.

## 2. Payment terms for Hosting Services:

The University has agreed in accordance with the following payment terms:

- Order and payment shall be made to FIRST PARTY, New Delhi. Service Tax would be charged extra at actual at the time of billing for recurring cost.
- Delivery of services will be within three days from the date of PO along with three months hosting charges.
- Hosting can be purchased for a minimum of one-year duration.
- Every Quarter charges for hosting services needs to be paid within 15 days of the billing cycle.
- The mentioned hosting shall be provided on level 4-data center/ cloud.

## 2. Taxes & Duties

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

## 3. Total Delivery & Customization Time

M/s ITI Ltd. shall ensure delivery of the modules (as per Purchase Order) with license within 28 working days of the receipt of the PO.

Customization and implementation (User Acceptance Testing-UAT) of IUMS shall commence within 180 working days from the date of issue of the purchase order subject to required support from HPU.

## 4. Warranty

M/s ITI Ltd. shall furnish a warranty for satisfactory functioning of IUMS for 90 days against any bug or operational/ performance shortcomings from the date of successful User Acceptance Testing (UAT) of the Modules/ Software. All software inconsistencies shall be removed by ITI during this warranty period. Software support shall not amount to new application development/new process for software and other business activity of the department or for that matter up gradation of existing processes. Handholding services shall be limited to technical handholding of IUMS.

## 5. Boarding

University will provide lodging and boarding of the IUMS project professionals in their Guesthouse with university official charges as applicable to Experts coming to university on official duty during the period

Page 4 of 11

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Registrar,  
I.P. University,  
Shimla-171005



agreed upon and normally within 20 working days of intimation of task. University acknowledges that under no circumstances, M/s. ITI Limited shall be held responsible or liable for any entries inserted by University, if at any point of time are found to be incorrect or inconsistent.

ii. Upon the customization of IUMS module as per SRS, M/s ITI Limited shall certify in writing to the SECOND PARTY that the IUMS module is ready for acceptance, and to this effect, M/s. FIRST PARTY, shall give University 15 days advance notice prior to the commencement of acceptance testing, requiring designated representatives of University to observe and participate in acceptance testing.

iii. The IUMS shall be subject to acceptance testing at SECOND PARTY, to be conducted not later than 15 days with the test data as completion of Implementation and duly providing acceptance report of IUMS module within three days of conducting the test. In the event of University failing to conduct the test within the stipulated time period, IUMS shall be deemed as accepted. It is clarified and well understood amongst and between the parties hereto that the purpose of such acceptance testing is to demonstrate that the IUMS module has been completed and is capable of performing in accordance with the SRS.

12. **Documentation & Deliverables:** M/s ITI Limited shall, provide the user manuals of the customized version of the Application Software (IUMS) to SECOND PARTY on completion of acceptance of each module.

13. **Bank Guarantee**

M/s ITI Limited will submit performance Bank Guarantee @5% of the total work order value against successful completion of the project before the second payment of 45% of Invoice value. The Bank Guarantee will be forfeited in the event of ITI failing to fulfill its contractual obligations and upon proving beyond doubt ITI's sole and deliberate negligence.

14. **Annual Maintenance/ Annual Technical Support:**

AMC beyond the contractual period will be at 18% of the basic cost of the modules. However, it will be payable annually in advance. During AMC ITI shall provide support for all bug fixation issues. Two qualified engineers will be stationed at University by the ITI during the AMC period. One engineer shall be posted in the University for the AMC support of Phase - 1 and second engineer shall be posted in the University for the AMC support of Phase - 2.

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ITI is expected to ensure correct & satisfactory functioning of the IUMS Application, without any programming bug, during the warranty & AMC contract period. ITI will provide full time Prime shift (9:30 a.m. to 05:30 p.m.) support to the University through ITI's onsite resources 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. Support from Development Center may be available from Monday to Saturday - 10:00 A.M. to 5:00 P.M., only. Response time for any support call would be maximum eight working hrs.

16. Customization for the efforts in additional functionalities (currently fixed at 10% of the total cost of the module licenses up to UAT as per approved SRS) and additional Hand Holding will be charged extra. University shall approve or reject the said GAP/GAD efforts within 5 working days from the date of submission, and in the event of there being no written approval or rejection being received from University within the stipulated time period, the same shall be considered as approved change/customization request and for which University shall make the payment to M/s. ITI Limited in accordance with invoice so raised.

17. HPU shall approve the detailed SRS (Software Requirement Specification) in writing, within 15 days of



project engagement, cost implication, payment terms etc. As a special gesture FIRST PARTY., has extended extraordinary privileges to HPU and the same cannot be shared in public domain or with other prospective clients of FIRST PARTY.

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

For ITI:  
Chief Manager – HR & Marketing,  
ITI Limited,  
Rohit House 201-202, Tolstoy Marg,  
New Delhi-110001.

For University:  
Registrar  
Himachal Pradesh University  
Summer Hill, Shimla-5.

28. **Amendments to agreement:** No amendment to this agreement shall be effective unless it is in writing, mutually agreed upon and signed by duly authorized representatives of the Parties.
29. **Subsequent Order:** In case PO for implementation of Phase 2 is awarded by the University on ITI Ltd., Tecno-commercial terms will be applicable

(A) As per Commercial Proposal submitted by ITI Ltd. vide Ref dated 19<sup>th</sup> November, 2015, Ref. No. BDL/2K15/IT/IUMS/HPU

(B) The meeting on 17/03/2016 in Registrar Office, H.P. University, Shimla

(C) Email received for clarifications From M/s. ITI Ltd. on dt. 29<sup>th</sup> Mar. 2016 & 5<sup>th</sup> April, 2016 and as duly approved by HPU.

and mutually agreed terms between the parties.

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Registrar  
I.P. University,  
Shimla-171005

**Intellectual Property Right:** The product Integrated University Management System (IUMS) is an IPR protected product of OEM and ITI Ltd. is only implementer of the product.

**(E) 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.
- 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 to 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:

*Handwritten signature*  


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

**(F) 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 sends 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 hereto may terminate this Agreement for any reason, at any time, upon one month's written notice to the other party. However, in the event of either of party opting to exercise this clause, the party availing rights under this clause shall clear/ render all its payment dues/ services, as the case may be, as was due in accordance to this agreement, till the date of termination of the agreement, and by the end of notice period, as applicable, all dues/ services will be executed to mutual satisfaction of the parties hereto.
- iii. 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.

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P. University  
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**PART - III**

**RESPONSIBILITIES OF M/s ITI LIMITED**

**(G) Responsibilities of First Part**  
M/s ITI Limited:

- a. Shall designate in writing one individual to serve as its project manager/coordinator and an alternate, in connection with the implementation of this agreement, who will be heading the project team and discharge all the responsibilities on behalf of FIRST PARTY., Such individual(s) should have adequate authority to ensure smooth execution of the contract.
- b. Shall study the working system and operations of SECOND PARTY as part of SRS study with related University stakeholders.
- c. Shall analyze the information collected during the study and generate System Requirement Specification (SRS) Report and submit to SECOND PARTY for approval.
- d. Shall provide the list and detailed specifications of the suggested hardware, and network

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- requirement for implementation of the project along with System Design Document (SDD).
- Shall design, and develop the customization part of the Integrated University Management System as per final SRS and assist in User Acceptance Testing of the Application Software modules.
- f. Shall do implementation; handholding and maintenance support during the warranty period of Integrated University Management System and other services/terms as stated in this agreement.
  - g. Shall provide written guidelines and formats for preparing test data to SECOND PARTY.
  - h. Shall conduct a test run with the test data (after completion of test data entry by SECOND PARTY) to the satisfaction of SECOND PARTY to check that the data entered can be loaded and run onto the customized system.
  - i. Shall provide and manage Cloud platform.
  - j. Shall provide the Resident Engineer of BE/B.Tech/MCA level and shall deploy him/her on a full time basis for Warranty/ AMC period for handholding of SECOND PARTY users.
  - k. Shall train/share/guide the professionals of Computer Centre the technological knowhow for the user rights management and reporting features of the Integrated University Management System to manage the system configuration.
  - l. Shall not, without the SECOND PARTY's prior written consent, disclose any specification, plan, drawing, pattern, sample, data or information furnished by or on behalf of University in connection therewith to any person other than a person employed by the M/s ITI Limited in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only when it is necessary for the purposes of such performance.
  - m. Shall not without the SECOND PARTY's prior written consent; make use of any document or information. Any document other than the contract itself shall remain the property of the University and shall be returned (in all copies) to the University on completion of the M/s ITI Limited's performance under the contract, if so required by the University.
  - n. Any other responsibility as enumerated in this agreement.

*Handwritten signature*  
 Registrar,  
 H.P. University,  
 Shimla-171105

#### PART - IV

#### (RESPONSIBILITIES OF THE HIMACHAL PRADESH UNIVERSITY)

##### (H) Responsibilities of Second Part HIMACHAL PRADESH UNIVERSITY;

- a. Shall designate a Project Chairperson/Director/Manager who will take the responsibility of coordinating SECOND PARTY's all activities related to this project and will act as the main interface between SECOND PARTY and M/s ITI Limited.
- b. Shall provide, as it may, to M/s ITI Limited with such information, necessary to discharge its obligations as defined herein.
- c. Shall facilitate Approval and Acceptance through Acceptance Test Plan of each Himachal Pradesh IUMS's modules within stipulated time period.
- d. Shall provide test data for feeding & testing of the Application Software within stipulated time for UAT.
- e. Shall provide data for creation of Master Data.
- f. Shall facilitate to carry out codification and check listing of all records of SECOND PARTY with the help of M/s ITI Limited.

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