


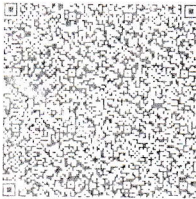
INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

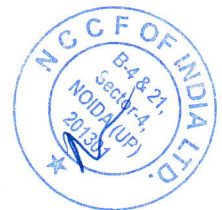
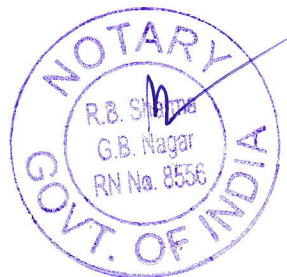
Signature: 
 ACC Name > VIVA - RL ACC Code > UP14011604
 ACC Address > SECTOR 02 NOIDA Mobile > 9130797207
 License No > 15315-16 Tolat & Distd > Gautam Buddha Nagar

Certificate No. : IN-UP16029091856546T
 Certificate Issued Date : 27-Oct-2021 02:40 PM
 Account Reference : NEWIMPACC (SV)/ up14011604/ GAUTAMBUDDH NAGAR 1/ UP-GBN
 Unique Doc. Reference : SUBIN-UPUP1401160421606942629112T
 Purchased by : NCCF of India Limited
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : NCCF of India Limited
 Second Party : Chaudhary Devi Lal University
 Stamp Duty Paid By : NCCF of India Limited
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line.


 Registrar
 Ch. Devi Lal University
 Sirsa (Haryana)-126105



AGREEMENT

This agreement is made on this 28th day of October 2021 at
Sirsa, Haryana

Between

National Co-operative Consumers' Federation of India Ltd. (NCCF of India Limited) (A Government of India Entity) Under Ministry of Consumer Affairs & Food & Public Distribution, having its branch office at B-4 & B-21, Sector-4, District Gautam Budh Nagar, Noida (Delhi-NCR) – 201301, India (hereinafter called Contractor/Supplier/ NCCF of India Limited) which expression, shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assignees or legal representatives) of the **FIRST PARTY**.

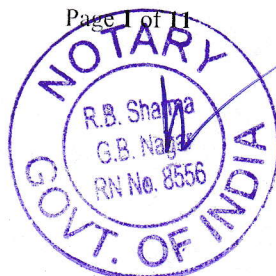
AND

Chaudhary Devi Lal University, Sirsa-125055, Haryana, India (hereinafter called the University/Customer/CDLU) which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assignees or legal representatives of the **SECOND PARTY**.

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

Whereas NCCF of India Limited as a supplier of Educational ERP Product (Integrated University Management Solution, hereafter referred to as 'IUMS') has agreed with the University to supply the component(s) of IUMS (Pre-examination Management System, Post-examination Management System, Result Processing Management System, Fee Management System, Convocation Management System,


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Sirsa (Haryana)
29/10/2021



Distance Education and Alumni Management System) in accordance to the University's requirements.

Terms and conditions:-

1. Scope of work - CDLU has decided to provide online web based system (Pre-examination Management System, Post-examination Management System, Result Processing Management System, Fee Management System, Convocation Management System, Distance Education and Alumni Management System) in this University for different degree programmes. Under this scope, the NCCF of India Limited will work in coordination with CDLU to fulfill all the objectives (i.e. **Pre-examination Management System, Post-examination Management System, Result Processing Management System, Fee Management System, Convocation Management System, Distance Education and Alumni Management System**) of CDLU. The time schedule for entire online process will be as follows:

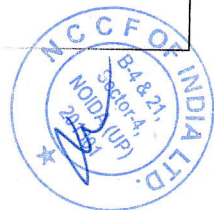
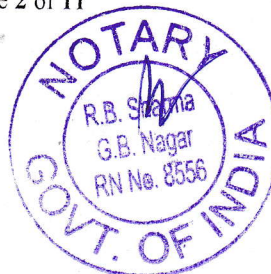
T= Date of issuing Letter/PO to M/s NCCF of India Limited

T₁ through T₃ = Timeline

1.1 Timeline

Sr. No	Objectives	Days
1.	Preparation of Software Requirement Specifications (SRS) according to scope of the work	T ₁ = T+120 days
2.	User Acceptance Test (UAT) Sign off/go live of modules. (Pre-examination Management System, Post-examination Management System, Result Processing Management System, Fee Management System, Convocation Management System, Distance Education and Alumni Management	T ₂ = T ₁ + 90 days


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	System)	
3.	Training and handing over of the source codes of modules (Pre-examination Management System, Post-examination Management System, Result Processing Management System, Fee Management System, Convocation Management System, Distance Education and Alumni Management System).	$T_3 = T_2 + 60$ days

2. Payment:

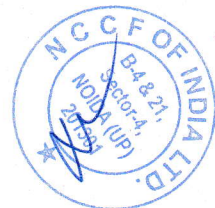
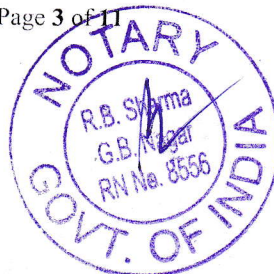
- ✦ Rupees 17,01,000/- (Rupees Seventeen Lacs One Thousand Only) + 18% GST = 20,07,180.00.
- ✦ Further, the total payable amount as mentioned above is fixed and will remain unchanged.
- ✦ The CDLU will release the total payable amount of Rs. 17,01,000/- + 3,06,180/- (18% GST) = 20,07,180.00/- (Rupees Twenty Lakh Seven Thousand One Hundred Eighty Only) to NCCF of India Limited after getting original bills as per following terms and conditions:

Payment Terms:-

- 40% of the total cost of **Integrated University Management System (IUMS) Modules (Pre-examination Management System, Post-examination Management System, Result Processing Management System, Fee Management System, Convocation Management System, Distance Education and Alumni Management System)** shall be paid at the time of completion of Software Requirement Specifications (SRS) or Minutes of Meeting (MoM) approved by the Competent Authority of Chaudhary Devi Lal University, Sirsa, Haryana, India.
- 60% of the total cost of **Integrated University Management System (IUMS) Modules** shall be paid after User Acceptance Test (UAT) sign off and go live of complete modules **Pre-examination Management System, Post-examination Management System, Result Processing**


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Management System, Fee Management System, Convocation Management System, Distance Education and Alumni Management System which includes handing over of the Source Codes.

3. Warranty

M/s NCCF of India Limited shall furnish a warranty for satisfactory online functioning of Pre-examination Management System, Post-examination Management System, Result Processing Management System, Fee Management System, Convocation Management System, Distance Education and Alumni Management System modules of IUMS for **Six Months** after the date of go live of software as per SRS/satisfactory report by Inspection Committee. If during this period of warranty, the ERP Product develops any defect due to any negligence of NCCF of India Limited, the same shall be rectified by M/s NCCF of India Limited at their own cost within 24 hours of reporting of any bug.

4. Boarding

University will provide lodging and boarding of the ERP professionals in their Guest House, free of charge during the period of Implementation and Training.

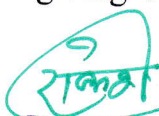
5. Project Monitoring

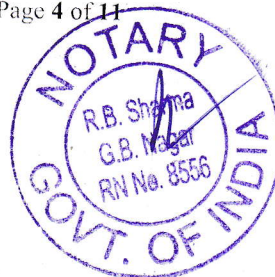
There shall be a project monitoring committee to be constituted jointly by M/s NCCF of India Limited and CDLU to ensure expeditious completion of the project/ solution and for removal of bottlenecks in the execution of the project.

6. Penalty and Time-Lines Extension:

- a) If M/s NCCF of India Limited fails to complete the task as per schedule or within extended time schedule, mentioned in point No. 1 and 1.1 of Terms and Condition, CDLU may impose penalty and liquidation damages @ 01% (one percent) per day subject to maximum of 10% of the total value of the order. The failure however should have been resulted only due to reasons solely attributable to NCCF of India Limited and CDLU's no act or omission contributing to such delay and in such event only.
- b) University acknowledges and agrees that any delay caused from its end on giving requisite go-aheads in implementation/ execution to perform due

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obligations under this Agreement, the time period consumed shall lead to instinctive extension in deliverable timelines to be complied with by NCCF of India Limited.

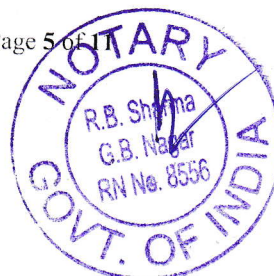
7. Training

M/s NCCF of India Limited will provide cost free full offline training of the IUMS usage as well as administration to designated technical and/ or concerned employees working in the University Head Quarter at Sirsa, Haryana. **The technical specification about the software/hardware will also be shared with the technical person of the University.** After successful live implementation process, the NCCF of India Limited technical team will provide offline training to this University.

8. **Annual Maintenance Cost (Optional):** AMC beyond the warranty period will be 5 % + 18% GST of the basic cost of modules *i.e.*, Rs. 17,01,000/-. However, it will be payable annually as per requirement of CDLU. During AMC, NCCF of India Limited shall provide support for all bug fixation issues and minor customization.
9. During go live and warranty period of the modules, there will be no charge levied to the University for Customization (for the efforts in Change Request Process or in additional functionalities).
10. The Implementation of work mentioned in scope (*please refer point No. 1 of Terms and conditions*) is inclusive of SRS, GAP analysis, handholding and proposed training to the identified stakeholders (duly nominated by the University), for the said module(s).
11. University shall designate a Project Manager/ SPOC – (Single Point of Contact) person who will take the responsibility of coordinating University's all activities related to this Project and will act as the main interface between University & NCCF of India Limited.


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12. University shall provide specific and detailed information concerning the University workflow, procedures and transaction volumes as they relate to use of the IUMS.
13. University shall arrange computer, projector, internet, whiteboard etc. for providing training to users of the University.
14. Bill to be submitted by NCCF of India Limited in Triplicate, in consonance with the proposal submitted to the University in terms of this agreement.
15. The NCCF of India Limited shall deposit performance security of Rs. 60,215/- (@3% of total value of contract) in the shape of "Fixed Deposit Receipt" FDR in the name of M/S National Co-operative Consumers Federation of India Ltd., pledged to the "Registrar, Chaudhary Devi Lal University, Sirsa-125055, Haryana, India", for the execution of the above work that is valid initially for the period of one year within 15 days of signing of agreement.

16. Governing Law:

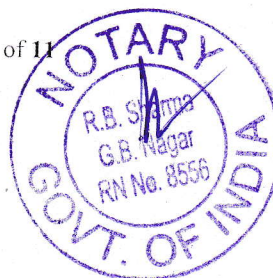
The interpretation, construction and performance of this Agreement shall be governed exclusively by the laws of India and the Parties submit to the jurisdiction of the courts of Sirsa, Haryana.

17. Arbitration:

The Parties shall attempt to settle any disputes arising under or in relation to this Agreement in good faith by discussion in a spirit of understanding and cooperation. All disputes or differences whatsoever arising between the Parties regarding this Agreement shall be settled by arbitration in accordance with the arbitration act of 1996 and the venue shall be Sirsa, Haryana. The Arbitration Tribunal shall consist of single arbitrator to be appointed commonly by parties hereto within 30 days of the notice to this effect. The language of the arbitration shall be English.


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Sirsa (Haryana) 125055

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18. Satisfactory working of IUMS shall be ensured by NCCF of India Limited and certificate to this effect shall be issued by the concerned official duly nominated by the Project Committee of CDLU.

19. **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 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.

20. Non-Waiver:

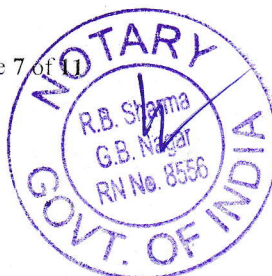
No term or provision of this agreement shall be deemed waived and no breach thereof shall be deemed excused, unless such waiver or consent is given in writing and signed by the University Official, to have waived or consented. No consent by any party to, or waiver of, a breach by the other, whether express or implied, shall constitute consent to, waiver of, or excuse for, any different or subsequent breach.

21. 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:


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For NCCF of India Limited: M/s NCCF of India Limited, B-4 & B-21,
Sector-4, Gautam Budh Nagar, Noida (Delhi-NCR) – 201301, India

For University: **Chaudhary Devi Lal University, Sirsa-125055, Haryana,
India**

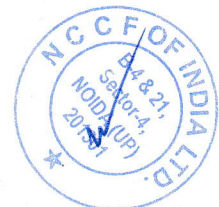
22. Amendments to agreement: No amendment to this agreement shall be effective unless it is in writing, mutually agreed upon and signed by duly authorised representatives of the Parties.

23. 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 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


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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.

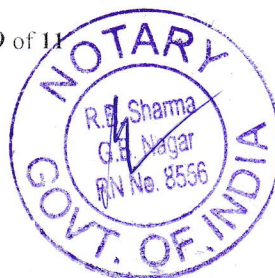
24. Confidentiality:

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


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- 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 to anyone except the staff involved in the admission process.
 - 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.

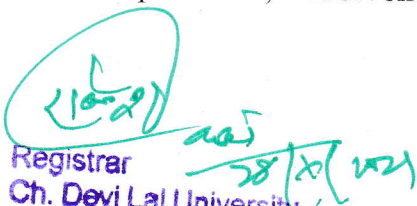
In the event that the Receiving Party becomes legally compelled (or requested by an applicable regulatory body) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice (unless legally prohibited).

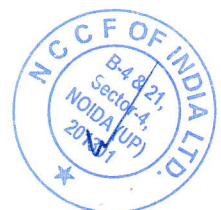
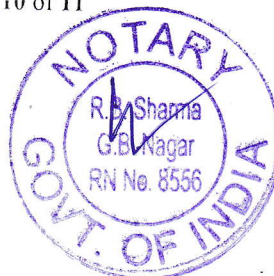
25. Termination –

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, the other party can send a written notice advising of the breach or failure and providing a Fifteen business day period for the breach or failure to be cured. If the breach or failure hasn't been cured within this Fifteen 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

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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. 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.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed through their respective authorized representative on the 28th October, 2021.

Signed for and on behalf of Chaudhary Devi Lal University, Sirsa, Haryana, India (Customer)	Signed on behalf of M/s NCCF of India Limited (Supplier)
Signature Name DR. RAKESH WADHWA Designation Registrar Address CDLU, SIRSA Place SIRSA	Signature Name (Madhu Sharma) Designation Branch Manager Address National Cooperative Consumer's Federation of India Place Food & PDS, Govt. of India
In the presence of (witness)	
1. Dr. R. K. Salak, CDLU, Sirsa 2. Saraj Mehta, CDLU, Sirsa,	1. Rahul Saxena, UDC 2. Mamta Chaturvedi, FO

27 OCT 2021

ATTESTED
RAMBIR SHARMA 11 of 11
 Advocate Notary
 (G.B. Nagar)

