

AGREEMENT

This agreement is made on this **01 day of February 2022** 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 SIRSA through its Registrar) 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 Dynamic Website has agreed with the University to supply the Responsive/Dynamic Website and provide AMC (Annual Maintenance Contract) in accordance to the University's requirement(s).



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Terms and Conditions:-

1. **Scope of work:** Under this scope, the NCCF of India Limited will work in coordination with CDLU SIRSA to fulfill all the objectives (i.e. **Designing & Development of new dynamic and responsive website for the University**) and provide AMC of the same to CDLU Sirsa as per the requirement(s) of CDLU Sirsa. The time schedule for entire website design & development process will be as follows:

T= Date of signing of MoU to M/s NCCF of India Limited

T₁ through T₂ = Timeline

1.1 Timeline

Sr. No	Objectives	Days
1.	Design & development of new responsive/dynamic website for the University - "Go-Live".	T ₁ = T+90 days
2.	Handover of the Source Code & Training.	T ₂ = T ₁ +30 days

1.2 **Following main features shall be included in Content Management System (CMS) for design and development of Responsive and Dynamic Website of the University:**

1. Design and Development of Linux based web CMS Software for responsive Bilingual Website (in Hindi and English) as per GOI Guidelines, W3C standards for website.
2. Website should be accessible for visually impaired students as per W3C standards.
3. Preparation of home page of the website with link to English & Hindi version.
4. Database driven approach, Linux based and use of latest softwares/languages.
5. Interactive multimedia oriented web page design.
6. The software should be Operating System Independent.
7. Should support responsive page design compatible to multiple size screens (computer, tablet, mobiles and any other device)
8. Should be able to support Video Content without Plugins.
9. Support to Search Engine Optimization.



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10. Should support encryption.
11. Social Media integration and interactivity.
12. Should support payment gateway, SMS gateway etc.
13. Admin-user panels, online forms, interactions etc.
14. Automated customized reply systems to emails; SMS; whatsapp etc., if required.
15. **Front End Automated Template Design:** Where the admin will be able to set the changes for the Front End Template creating standard templates that can be automatically applied to new and existing content, allowing the appearance of all content to be changed from one central place.
16. **Online Administrator Panel:** Where the admin will be able to edit/add/remove the contents/pages of the website. Further the feature to keep track of the viewing the web pages will be there.

i) Secure Login:

- a) Admin section must be protected by username and password and using **latest** encryption.
 - b) At database level also password should be stored in encrypted format.
 - c) After 5 consecutive wrong attempts the password should be reset and new password would be sent to administrator through email.
- ii) **Links:** Administrator would be able to add/delete the links pertaining to Hindi/English in the website at any point of time from any location. The control for the same should so user friendly that a simple data entry operator should be able to update the links. There would be three types of links, File (link to a file i.e. Doc, PDF, JPG etc), URL (Link to some other website) and Content (Static information in rich text format). Also the administrator should be able to set the order in which the links would appear in the website.

iii) **Page Title:** For each link created the admin would specify the title of page.

- a) **Link Validity:** For each link created the admin would specify the date by which the link expires. The default value should be never expires.



- **Ownership:** For each content the admin should specify the source of the content and owner of the content.

- **Meta Data:** For each content the admin should specify the metadata

b) **Content Structure:** The admin should add links in the website. Now each link can be a main link. At the same time it can be a sub-link to some other link. Also simultaneously it can be a sub-link level 2 thus achieving complete flexibility.

c) **Feedback Management System:** The admin should be able to view all feedback received for a particular date or for duration. Now the admin should be able to send the reply for the same and email would be sent to the visitor's email address. Three types of feedbacks would be viewed and replied.

- **General**

- **Content Specific**

- **Department/Section Specific:** For department/ section specific tenders the administrator should specify sections and email address for each section. This way apart from viewing the feedback received for a particular section of the department an email should be automatically sent to that section email mention by admin.

e) **Circulars:** Through this section the Administrator of the site should be able to Add/Edit/Delete the categories in the website & should further be able to Add/Delete/Modify the photographs pertaining to that category in the website.

f) **Photo Gallery:** Through this Module the Administrator should be able to add/update the categories in the website & should further be able to Add/Delete/Modify the photographs pertaining to that category in the website.

g) **Downloads:** Administrator should have the option to add/delete/modify the files pertaining to download section.

iv). **Any Other** contents/pages on the Website, if required.

17. **Support to AJAX:** For quickly navigate between pages without reloading the whole page.

18. **Document Management:** Where the admin will be able to have a means of collaboratively managing the life cycle of a document



from initial creation time, through revisions, publication, archive, and document destruction.

19. **Link Creation:** Where admin shall be able to create, delete, enable or disable any top link and define its relative position in the main menu link. The Admin will also be able to create content under the link, sub link and other link.
20. **Flash gallery and Photo Gallery:** Where the admin will be able to create and maintain flash and photo/image/ video galleries, enable or disable their display on front end of the website.
21. **News and Events Management:** Where the admin will be able to add, delete, modify and upload information under News and Events.
22. **Create SMS groups and send SMS:** Where the admin will be able to create and maintain SMS groups, Group members with their mobile numbers and send 160 characters paid SMS to them with a single click.
23. **Activity Log:** Software will maintain a log of all the changes made to the web site by all the users. And the admin will be able to view any time. Log will also have contents of information before any updating event and information after the updating activity.
24. **Search Facility:** The website may have a search facility so that your users can quickly find the information they need. The search facility looks for pages, photos and files.
25. **Dynamic query execution:** Software may be able to perform the dynamic query execution from the database and the features like search optimization may also be available.
26. **Dynamic Input Section:** Software may be able to create dynamic form to be used for Alumni Registration/Enquiry Form/Feedback Form and any other as per requirement.
27. **Google Analytics Service:** The software may be able to track and report website traffic through Google Analytics Service.
28. **Integration:** The CMS should allow integration with any third party system like Biometric Attendance System, Finance System, Payment Gateway, and Any other E - Mail/SMS Service System etc. as and when required by the University. The portal should also be capable for integration with CSC-SPV portal apna.csc.gov.in as per directions of the state government received from time to time.



29. **Results uploading:** Administrator should have the option to add/delete/modify the files pertaining to results uploading section. The portal should be capable to show the results while searching by the students.
30. **Feedback:** The feedback forms (students, parents, faculties and alumni) should have filled properly on the website by the users and the portal shown their results in graphs or any other format as and when required.
31. Any other feature such as site map, disclaimer, Privacy Policy, Alumni etc. if required.

1.3 Others Features:

1. The work of designing and development of website for the University shall be developed in the University Campus by the technical team of NCCF. The developer/designer of NCCF shall provide training of coding and other related works to the technical team of CDLU Sirsa.
2. Transfer and editing of existing contents to new website, if required.
3. Editing/Translation of new as well as existing contents into Hindi/English, if required.
4. The system shall be developed based on Open Standard to facilitate Backend integration with various applications created by CDLU Sirsa from time to time and support for the same.
5. The NCCF has to share source code and script of product and dump of data with CDLU Sirsa from time to time as and when required during the contract period.
6. The product related codes and data would be property of CDLU, Sirsa and NCCF would have no claim over the same.
7. All contents should be stored and kept confidential and NCCF should not reuse/share/replicate/ transfer the same to anyone else.
8. The NCCF has to provide all admin/User Manual & Web Site Setup/Installation, Maintenance Guidelines and other Contents in hard copy as well as in soft copy in pen drive to CDLU Sirsa.
9. The NCCF shall be responsible for using the licensed software, the web standards upgrades (wherever required) for the Content Management System and further software like advanced web editors etc.



10. The NCCF shall be responsible for setting up the database to store page content, metadata, and other information assets that might be needed by the system.
11. Front End Templates may be provided by the NCCF and will be duly approved by the CDLU Sirsa. There will be only one standard style of Front End Templates all over the site. The template must include The University, Programmes, Faculties, Admissions, Examinations, Library, UC DL, Downloads or any other tab/link required by the CDLU Sirsa and as decided at the times of finalization of the same or from time to time.
12. The NCCF shall guarantee 24x7 services of website access except in case of any natural calamity. The NCCF will be responsible to make the website active/ shifting to another server (if required) for the time being.
13. The NCCF will guarantee University's site to be accessible on major search engines like Google, Yahoo and other SEARCH ENGINE (most commonly used by the users) within 2-4 weeks of signing of agreement.
14. The NCCF shall be responsible for developing the CMS keeping in view the W3C standards/compliance matrix/guidelines required for security audit by the NIC as and when conducted by the CDLU Sirsa. Necessary amendments shall be made free of cost by the NCCF as per recommendations of the security agency/Information Security Management Office (ISMO), Deptt. of Electronics & IT, Haryana/University.
15. The NCCF shall be responsible for developing the CMS keeping in view the guidelines required for porting/hosting the website on In-house server on CDLU SIRSA SIRSA and/or on Haryana State Data Centre, if required/decided by the CDLU Sirsa.
16. The CDLU Sirsa has already booked the domain name for the University website (www.cdlu.ac.in) with ERNET. However, CDLU Sirsa will issue an authority letter in favour of the NCCF to represent the CDLU Sirsa before ERNET for any matters relating to Domain name, if required.
17. Where, the CDLU SIRSA requires further developments which are beyond scope of the features of the website once completed by the NCCF will do the needful for the same on demand by the CDLU Sirsa.



18. Keeping in view the compatibility issues in the light of advance techniques, if there is requirement of recent advanced version of the browser(s), the CDLU Sirsa will authorize the NCCF to display the banner to view the website using such browsers.
19. It will be mutually decided by both the Parties to differentiate between minor changes and major changes on the basis of development. Minor/Major changes will be acceptable during design and maintenance.
20. In case, the CDLU Sirsa desires to host the University website on the Haryana State Data Centre in near future, it should be compatible for the same as notified by NIC from time to time.
21. The portal should be capable to integrate the Common Service Centre (CSC-SPV) portal i.e. apna.csc.gov.in and/or such similar portals owned by state government, as per directions of the Department of IT, Haryana.
22. The structure of the website may evolve during the first six months of its operations depending upon feedback received from various stake holders.
23. In the event of non-fulfillment of terms and conditions of agreement due to any reason of force majeure namely fire, war, riots, strikes, natural calamities etc., neither the First Party nor Second Party shall be held responsible for any loss or consequential losses.
24. The NCCF shall pay all the legal expenses, stamp duty, service charges, tax etc. as per requirement of law.
25. Both the parties will abide by all other terms and conditions as mentioned in the agreement. Terms and conditions can be changed with the mutual consent of both the parties.

2. **Payment:**

- ✦ Rupees 4,25,000/- (Rupees Four Lacs Twenty Five Thousand Only) + 18% GST = Rs.5,01,500.00. All the payments are meant to be read in Indian Rupees (INR).
- ✦ Further, the total payable amount as mentioned above is fixed and will remain unchanged and also includes six months warranty period plus first year AMC, which will be effective from the immediate next date of completion of warranty period.



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- ✦ The CDLU Sirsa will release the total payable amount of Rs. **4,25,000/- + 76,500/- (18% GST) = 5,01,500.00/-** (**Rupees Five Lakh One Thousand Five Hundred Only**) to NCCF of India Limited after successful operation of new website, its inspection by the said committee and getting original bills as per following terms and conditions:

2.1 Payment Terms:

- Payment of the website shall be released after sign off and "Go live" of the complete Website which includes handing over of the Source Codes, database and other transferrable items including credentials etc. and inspection by the Inspection Committee.

3. Warranty

M/s NCCF of India Limited shall furnish a warranty for satisfactory design & developments of new dynamic and responsive website for the University for **Six Months** after the date of **go live** of website as per satisfactory report by Inspection Committee. If during this period of warranty, the website 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 WEBSITE 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 Sirsa to ensure expeditious completion of the website and for removal of bottlenecks in the execution of the website.

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 & conditions, it shall be liable to pay as compensation an



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amount equal to one percent per day or such smaller amount as the Registrar may decide on the said amount of the contract (maximum 10% of the contract), that the quantity remains incomplete. After the lapse of 15 days beyond the stipulated/extended period it will be the discretion of the University to cancel the supply/work order at risk and cost of the firm/agency/supplier. In case of any other breach of contract/agreement the University will be at liberty to levy a compensation up to 10% of the amount of the contract and may also take any other penal action including the black listing. An appeal against these orders shall, however, lie with the Vice-Chancellor whose decision shall be final.

- b) University acknowledges and agrees that any delay caused from its end on giving requisite go-aheads in implementation/ execution to perform due 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 WEBSITE related hosting/coding/usage as well as administration to designated technical and/ or concerned employees working in the University Head Quarter at Sirsa, Haryana. The technical specifications and other related belongings about the project shall also be shared by M/s NCCF of India Limited with the designated technical person of CDLU Sirsa. After successful live implementation process, the NCCF of India Limited technical team will provide offline training to this University as and when required during the contract period.

8. Annual Maintenance Cost (Optional)

After completion of warranty period of 6 (Six) Months (which will start after inspection of the website when its go-live) plus AMC of one year, **which will be effective from the immediate next date of completion of warranty period as referred in Clause No. 2 and Clause No. 3 of this agreement, if CDLU SIRSA opts for further AMC**, the total cost of AMC shall be 5% of total amount (i.e. $Rs.4,25,000 \times 5\% = Rs.21,250/- + 18\%$ GST) for each year as also specified in "Clause 2" of this agreement. However, it will be payable annually as per requirement of CDLU Sirsa after completion of corresponding year. During AMC, NCCF of India Limited shall provide support for all bug fixation issues and minor/major customization of the University Website.



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9. During go live, warranty period and AMC period of the contract, there will be no charge levied to the CDLU Sirsa for any type of minor/major 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 proposed training to the identified stakeholders (duly nominated by the University), for the said Website.
11. CDLU Sirsa 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 Website and will act as the main interface between CDLU Sirsa & NCCF of India Limited.
12. CDLU Sirsa shall provide specific and detailed information concerning the University workflow, procedures and transaction volumes as they relate to use of the WEBSITE.
13. CDLU Sirsa 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. **Performance Security:**

The NCCF of India Limited shall deposit 5% Performance Security of total value of contract/MoU in the shape of Fixed Deposit Receipt (FDR)/Bank Guarantee/Bank Draft in the name of M/s NCCF pledge to Registrar, CDLU Sirsa -125055 Haryana, India for the execution of the above work within 15 days of the signing of agreement. The security shall be valid for the contract period plus 60 days as per University Accounts Code.

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 the Vice Chancellor, CDLU Sirsa in the first instance if required thereafter 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.

18. Satisfactory working of WEBSITE 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 Sirsa.

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, 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:

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 through its Registrar.**

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:

Breach of any of its representations, warranties or covenants in this Agreement;



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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 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



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