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Deponent

Place: Nodal Officer RUSA, Kurukshetra University, Kurukshetra
 District: Kurukshetra, State: Haryana
 Landmark: N.
 Pin Code: 136119



Reference: Agreement to be submitted at Kurukshetra.

This stamp and its application can be verified by scanning this QR Code through any mobile device with an internet connectivity.

AGREEMENT

BETWEEN

**KURUKSHETRA UNIVERSITY RUSA PROJECT SOCIETY
(Under Rashtriya Uchchatar Shiksha Abhiyan)**

AND

**EdCIL (INDIA) LIMITED, NEW DELHI
(A "Mini Ratna Category – I CPSE", under MHRD, Government of India)**

This Agreement is made on 11th September of Two Thousand Nineteen (2019) between:

Kurukshetra University RUSA Project Society, hereinafter referred to as KURPS, is a body formed under Rashtriya Uchchatar Shiksha Abhiyan by Kurukshetra University, Kurukshetra-136119, and represented by its Nodal Officer RUSA, located at Kurukshetra university, Haryana, which expression shall, unless repugnant to the context, include her successor in office and permitted assignees of the **ONE PART**.

AND

M/S EdCIL (India) Limited, hereinafter referred to as EdCIL, A "Mini Ratna Category – I CPSE" Company, A Government of India Enterprise, having its Registered Office at 5th Floor, Vijay Building, 17 - Barakhamba Road, New Delhi and Corporate office at EdCIL House, 18-A, Sector 16-A, NOIDA- 201 301, & is represented by "Chief General Manager (DES)", hereinafter referred to as "EdCIL", which expression shall, unless repugnant to the context, include his successors and permitted assignees of the **OTHER PART**,

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पवन कुमार शर्मा / Pawan Kumar Sharma
 सीजीएम (डीईएस) / CGM (DES)
 एडसिल (इण्डिया) लिमिटेड / EdCIL (India) Limited
 एडसिल हाउस, 18-ए, सेक्टर-16ए / EdCIL House, 18-A, Sector 16A
 नोडा-201 301 (उत्तर प्रदेश) भारत / Noida-201 301 (U.P.) India

Sharma
 Member Secretary
 Nodal Officer RUSA
 Kurukshetra University
 RUSA Project Society
 (KURPS)

WHEREAS Kurukshetra University RUSA Project Society have received funds under RUSA 2.0 from DGHE (Center and State Share) for the development of University in league of Top Universities of India and the world. To further this objective it wishes to implement a **Web based ERP/ Integrated University Management System (IUMS)** at Kurukshetra University, Kurukshetra.

AND WHEREAS, Kurukshetra University RUSA Project Society has agreed to hire services/expertise of EdCIL (India) Limited to implement a **Web based ERP/ Integrated University Management System (IUMS)** at Kurukshetra University, Kurukshetra

The work order issued further shall be part of this agreement.

NOW THESE PRESENT WITNESSES and it is hereby agreed and declared by and between the parties hereto as follows:

1. DEFINITIONS

The following terms shall have the meaning hereby assigned to them for the purpose of this Agreement unless the context otherwise requires:

- 1.1 **"APPROVAL"** means approval by designated authority/officer of KURPS in writing including previous verbal approval confirmed by subsequent written confirmation.
- 1.2 **"CONTRACT"** means the written document of contract executed between EdCIL and KURPS specially designed for the purpose for which this AGREEMENT is made.
- 1.3 **"DATE"** means day and month reckoned according to the English calendar.
- 1.4 **"AGREEMENT"** means this document duly executed between KURPS and EdCIL as described above, and also subsequent amendments/modifications to this AGREEMENT.
- 1.5 **"SERVICE PROVIDER"** means EdCIL as described above as signatory to this AGREEMENT of the second part.
- 1.6 **"SERVICES"** means professional services provided by EdCIL as set forth in the "Scope of Services" under Clause 2.
- 1.7 **"SUPPLIER/ VENDORS"** means any individual or organization engaged by the EdCIL for procurement and implementation of a **Web based ERP/ Integrated University Management System (IUMS)** at Kurukshetra University, to achieve the objectives of the AGREEMENT.
- 1.8 **"SINGULAR AND PLURAL"** words imparting singular may also include the plural and vice versa where the context so require.

2. EdCIL's SCOPE OF WORK

A) Finalization of Requirements

EdCIL shall conduct a detailed study and undertake the work of implementation of a **Web based ERP/ Integrated University Management System (IUMS)** at Kurukshetra

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University provided in Letter of Intent (LOI) in consultation with KURPS authorities considering mandatory provisions of the University.

B) Finalization of Technical Specification and Preparation of Estimates with Qualification Criteria

- Finalization of Technical Specification of the requirements of **Web based ERP/ Integrated University Management System (IUMS)** in consultation with KURPS authorities. The broad scope of work and indicative project cost is appended as Annexure -I.
- Preparation of cost estimates based on market feedback in consultation with KURPS.
- Finalization of Technical & Financial qualification criteria as per the specifications provided in the Letter of Intent (LOI) issued by KURPS. Financial qualification criteria for MSMEs registered with Ministry of Micro, Small & Medium Enterprises shall be waived off.
- Obtain approval from KURPS for Technical and Financial qualification criteria.

C) Tender Floating Stage (including preparation of tender documents)

- Preparation of tender document by EdCIL in consultation with KURPS.
- Approval of tender document under two packet system from KURPS.
- Publishing of Advertisement in newspapers & hosting the tender document and advertisement on KUK and EdCIL websites and along with Central Public Procurement (CPP) Portal.
- Issue of general corrigendum/addendum, if any.

D) Bidding Stage

- Organize Pre-Bid conference and hosting of replies / corrigendum / addendum against the issues/queries raised by the prospective bidders, if any.
- Invite representative of KURPS for pre-bid meeting, if they wish to attend.
- Arrangement for submission of bids within the stipulated time frame.

E) Bid Opening Stage

- Opening of bids received within the stipulated time frame by nominated bid opening committee in the presence of representatives of bidders and KURPS, if they wish to join.
- Preparation of the briefing note.

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F) Techno-Commercial Evaluation

- Evaluation of bids as per notified eligibility and technical criteria in the Tender Document by the members of Tender Committee.
- Seeking clarifications from bidders, if any, as per permissible rules.
- Preparation of technical Evaluation Report and submission of the recommendation of tender committee including a member from KURPS, if agreed.
- Acceptance of TC Recommendation by Accepting Authority of EdCIL.

G) Financial Bid Stage

- Opening of Financial Bid of Technically qualified bidders.
- Invite representative of KURPS, if they wish, for financial bid opening.
- Preparation of comparative statement showing the comparison of financials quoted by the technically qualified bidders.
- Preparation of tender Committee minutes.

H) Bid Evaluation & Award of Work

- Approval of recommendation of tender committee including member of KURPS, if agreed, for award of work by Tender Acceptance Authority of EdCIL.
- In case KURPS is not satisfied with the selected bidder, EdCIL will have to repeat the tender process with modifications in the tender document duly approved by KURPS authority.
- Placement of Purchase Order/Letter of Award by EdCIL.

I) Project Execution Stage

- Execution of supply agreement with Vendors on behalf of KURPS.
- Monitoring the delivery & installation work as per specification and timelines given in the Purchase Order (PO) & Agreement.
- Obtaining confirmation from KURPS on successful supply and installation.

J) Release of Payment

- Release of payments to Vendors as per payment terms & conditions linked to deliverables in the Purchase Order/Letter of award as per certificate of confirmation received from KURPS.
- Submission of statement of accounts to KURPS and financial closure of the project.

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EDCIL'S MARK UP

EdCIL shall charge mark up @ 7.1 % on the total project cost.

All applicable taxes shall be charged extra on the total implementation cost and mark up.

3. OBLIGATIONS OF KURPS

- 4.1 To appoint a key person Single Point of Control (SPOC) to liaise with EdCIL.
- 4.2 To provide detailed requirement with all relevant inputs for arriving at specification.
- 4.3 To approve the final specifications.
- 4.4 To nominate and associate a Tender Committee member for procurement
- 4.5 To release payment to EdCIL in Indian Rupees as per Clause 5 of the proposal.
- 4.6 To convey approvals / concurrence / data whenever demanded during the execution of the assignment as per the agreement.
- 4.7 Formation of dedicated team at each Department /Branch/Office/Centre/Institute/Library etc. level for deciding scope of work.

4. STAGES OF PAYMENT

The payments of the Project will be done in Indian Rupees exactly as per the payment schedule including indicative project cost and mark-up for EdCIL. The broad payment terms shall be regulated as follows:

S.No.	Particulars	Quantum
1.	Signing of MOU with EDCIL	10% of the total Indicative project cost
2.	Upon Pre-bid conference	20% of the total Indicative project cost
3.	Phase-wise Implementation	70% of Implementation Cost to be released phase-wise
	a) Implementation on Test Server with Test Data	40%
	b) Data Migration	15%
	c) Go-Live	15%
4	2 nd Year's payment	In two equal installments (50% each of total annual payment) at the beginning of each semester.
5	3 rd Year's payment	In two equal installments (50% each of total annual payment) at the beginning of each semester.

Note:

1. In case the actual cost exceeds the project estimated cost, the difference shall be payable in lump sum within 15 days of EdCIL incurring those costs.
2. The payments as per stages indicated above will be released preferably within 10 days of submission of Invoices by EdCIL in order to complete the project in time.

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5. TAXES

GST as applicable shall be levied extra, as applicable.

6. TIME LINES

Following timelines will be observed from the date of signing of agreement by KURPS for engaging EdCIL or release of advance, amount whichever is later subject to timely compliance of deliverables by KURPS:

S. No	Activity	Duration
i)	Finalization of Requirement & Preparation of detailed specification by EdCIL team based on inputs by Kurukshetra University.	3 Week
ii)	Finalization of bid document by EdCIL team	1 Week
iii)	Notice Inviting Tender (NIT) and sale of bid document.	2 Week
iv)	Pre-bid Meeting & Bid Submission	3 Week
iv)	Evaluation / Award of contracts	2 week
v)	Resource Mobilization & Project Kickoff	2 week

7. PERFORMANCE GUARANTEE

To safe guard the warranty period obligation a performance guarantee upto 10% of the project cost shall be obtained by EdCIL from supplier in favour of KURPS. The performance guarantee shall be handed over to KURPS.

8. FORCE MAJEURE

Definition

- 9.1 For the purpose of this contract " Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but not limited to war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial actions are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- 9.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's sub-consultants or agents or employees nor (ii) any event which a diligent Party could reasonably have expected to both (A) take into account at time of conclusion of this contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

9. GENERAL

10.1 Termination and Breach of Agreement

In the event of any adverse occurrence or situation which may render carrying out the obligations under this Agreement unworkable beyond the reasonable controls, the party

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such occurrence / situation. Upon the receipt of such notice, the affected party shall be relieved from its liability subject to bearing of the cost incurred earlier to such occurrence / situation and related thereto by invoking this clause at the time of termination. In the event of EdCIL not being able to recommend suitable supplier, with due diligence process, EdCIL will go for re-tender after necessary amendments in tender (After consultation with KURPS).

In case of breach of agreement by either of parties, the other party sustaining thereby loss, will have claim for reasonable and all consequential damages including cost of future litigation and third party liabilities to whom any work is assigned by either of the party of this contract for any goods or services, from its counterpart.

In case of breach of agreement by either of parties, EdCIL will retain Markup charges on prorata basis and refund the remaining amount of Markup charges and project cost advanced to EdCIL by KURPS.

10.2 Amendment to the Agreement

The obligations of KURPS and EdCIL have been provided here in-before. However, during the period of the Agreement, circumstances may arise which call for alteration or modification of this Agreement. These modifications/ alterations will be mutually discussed and agreed upon in writing.

10. SETTLEMENT OF DISPUTES/ARBITRATION

- 11.1 In the event of any question, dispute and/or difference whatsoever arises or will arise under this Agreement or in connection therewith including any questions as to existence, meaning and interpretation of any Clause of this Agreement or any alleged breach thereof, the same shall be settled as far as possible by mutual discussions and consultations between the parties to this Agreement.
- 11.2 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning railways, income tax, customs & Excise departments) such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/FTS – 1835 dated 22.05.2018.

11. APPLICABILITY OF LAW

This Agreement shall be governed by the Law of India.

12. LANGUAGE

The ruling language according to which the Agreement is to be construed and interpreted shall be the English Language.

13. JURISDICTION

All matters under this Agreement and in connection with this Agreement shall be subject to jurisdiction of Punjab & Haryana, High Court.

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14. EFFECTIVENESS AND DURATION OF AGREEMENT

15.1 This Agreement shall be deemed to have come into force on the date of signing of the Agreement.

15.2 The period of Agreement for rendering the services shall be initially for a duration of three years

This Agreement supersedes all the previous correspondence and other communications between the parties hereto related to the subject matter.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above-written.

Pshasma
For and on Behalf of
EdCIL (India) Limited
(A Mini Ratna Category - I CPSE)
EdCIL House, 18-A, Sector 16-A, NOIDA-201 301

Pawan Kumar Sharma
Pawan Kumar Sharma / Pawan Kumar Sharma
EdCIL (India) Limited
EdCIL House, 18-A, Sector 16-A, NOIDA-201 301 (U.P.) India

Manoj 11.9.19
Member Secretary
Nodal Officer RUSA
Kurukshetra University
Project Society (KURPS)
Kurukshetra University,
Kurukshetra-136119

Witnessed by: *Sushil* 11/09/2019
[SUSHIL KATARIA]
DGM, EDCIL

Witnessed by: *Dr. Pardeep Kr.*
(Dr. Pardeep Kr.)

Witnessed by: *K. S. Salmi* 11/9/19
K. S. Salmi
manager (BD)

Witnessed by: *Trishu* 11/9/19