



महाराष्ट्र MAHARASHTRA

2016

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Memorandum of Understanding

Design, Develop/ Customize, Implement & Maintain end-to-end Affiliation and Teacher Appointment & Promotion Solution at University of Mumbai, Maharashtra

University of Mumbai situated Fort Mumbai having Academic Campus at Kalina Mumbai, acting through its authorized signatory, Dr. M.A. Khan, Registrar hereinafter referred to as UoM (which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the first Part.

AND

Nirmal Software Services Pvt. Ltd a Company incorporated under the Companies Act, 1956, having registration no. 11-088197 & Company Identification No. U72300MH1995PTC088197 and having its registered address at S-48, Bharat Nagar, Amravati Road, Nagpur 440 001 & Sales & Services Office at 13, Nawab Layout, Tilak Nagar, Nagpur 400 010, acting through its authorized signatory, Mr. Dinesh Pathak, Managing Director hereinafter referred to as 'NSSPL' (which expression, unless repugnant to the context or meaning thereof, shall mean and include its nominees, successors, administrators, executors and assignees), as the party of the Second part.

WHEREAS UoM being the University of Mumbai & Konkan region geographically covers the Coastal belt (i.e., Six districts - Mumbai, Thane, Palghar, Raigad, Ratnagiri and Sindhugurg) of Maharashtra State. The University, has contributed in many ways for economic, social and cultural uplifting of the society by offering quality education.

for University of Mumbai

for Nirmal Software Services Pvt. Ltd.

DEPUTY REGISTRAR
AFFILIATION & CONCOL SECTION
UNIVERSITY OF MUMBAI

Dr. M.A. Khan

Registrar

Registrar

University of Mumbai
Mumbai - 400 032



Dinesh Pathak

Managing Director

21 OCT 2016

21 SEP 2016

AND

WHEREAS UoM is offering the academic approvals and other necessary academic sanctions to the affiliated colleges and the Teachers of the affiliated colleges, conduct examinations of students etc

AND

WHEREAS NSSPL is an IT and Software Solution and Services provider company engaged in offering the IT and Software Solutions & allied services including Software-as-a-Service (SaaS) Methodology and general IT services, process web enabling activity etc

AND

WHEREAS UoM floated Request for Proposals bearing no RFP-AFF-IL/ICM/2016-17/108 Date: 03/08/2016 with e-tender bearing no 282 on dhe.maharashtra.etenders.in e-tendering portal for the activity of Design, Develop/ Customize, Implement & Maintain end-to-end Affiliation and Teacher Appointment & Promotion Solution at University of Mumbai, Maharashtra

AND

NSSPL participated in the said e-tender process and was the successful bidder and is selected for the said job by virtue of following the normal established e-tender process

AND

WHEREAS NSSPL has designed, developed and implemented similar processes in the Web Enabled /Semi Web-based frame work at few other State Owned Universities in the State of Maharashtra with success and UoM is aware of these services provided by NSSPL

AND

WHEREAS UoM feels that there may be a need to customize the software to suit the requirements of UoM and further make the installation and porting of the software on its own secured web server in future with a purpose of further development and integration to create its own multi-dimensional web portal and has expressed the interest for the Takeover of Developed & Customized/Implemented Software post full term of contract period and NSSPL has decided to Implement and Support the said software during the contract period and Handover of Software with Source Code including other necessary Modules post full term of contract period as per the mutually agreed Terms and Conditions mentioned here under

AND

WHEREAS NSSPL shall meticulously customize and implement the intended software solution to suit the requirements of UoM

NOW

UoM has expressed the interest for the Takeover of Software along with the Yearly Support/Services with Source Code including other necessary Modules and NSSPL has agreed upon for Providing such necessary Software Operations/Support and Software

for University of Mumbai

Dr. M.A. Khan

Registrar



for Nirmal Software Services Pvt. Ltd.

Dinesh Pathak

Managing Director

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AFFILIATION & REG. SECTION
UNIVERSITY OF MUMBAI

Handling services along with Handover of Software with Source Code and Installing on the Web Server provided by UoM in future in accordance to the Various Presentations, Discussions & Financial Negotiations NSSPL had with UoM authorities and more specific to the Terms & Conditions mentioned hereunder.

AND

WHEREAS for the purpose of carrying out the work, UoM and NSSPL in particular are required to take up few activities to provide support and manage the said activities.

AND

WHEREAS the Software under considerations shall have the following general activities, considerations, scope of work etc for the purpose of carrying out the work and shall be termed as Activities and Scope of work for Software and Processes under considerations

Activities and Scope of work for Software and Processes Under Considerations

General Requirement & Scope of Work:

NSSPL shall cater to the following activities and cover all the necessary processes automation methods as mentioned hereunder and more specifically in Annexure A (Section Specific Scope of Work) and Annexure B (The software modules and processes under consideration).

General Scope of Work:

Understand, Establish, Design, Development, Web Enable with Hosting and Maintenance, Operate, Provide Necessary Software Support Services with Transfer / Takeover of Technology with Software Source Code/Database of the following activities:

- a. Develop Basic Soft Platform and Establish necessary Web Foundation.
- b. Web enable Affiliation Process
- c. Web enable Teachers Staff Approval Process
- d. Web enable Teachers Promotions Process
- e. Provide Necessary Training & Guidance to the College/Teachers & University Authorities and other end users.
- f. Provide necessary Help to users by virtue of Tele-Help & email facilities.
- g. Provide the necessary day-2-day Support/Services for handling section related offline / online activities, generate various reports/formats/information in desired formats during the period of contract.
- h. Provide necessary Web Server

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- i. Final Handover / Transfer for Entire System & Technology with Software Source Code and Install on Secured Web Server provided by University at the end of full contract period successfully.

Technical & Security Audit Issues

NSSPL shall be responsible to adhere to all the technical requirements as mentioned in this section below.

- a. The Solution should be web-based application having centralized database and application server.
- b. The system's development environment and databases should not restrict Affiliation/TAAS section from using the application or data in any future applications.
- c. The solution should support bilingual (English and Marathi) and should be UNICODE compliant supporting Screens, data entry, search facilities, reports etc.
- d. Should support interoperable, portable, and scalable applications, services, interfaces, data formats and protocols.
- e. The solution should be browser, platform independent.
- f. The portal shall be accessible through mobile and other handheld devices like iPad; tablets etc. and the pages shall adjust suitably as per the device.
- g. NSSPL shall provide details of the technical platform of solution that would enable them to meet the established security requirements.
- h. NSSPL Shall obtain the security certificate for the solution by an authorized agency preferably Cert-In empanelled Auditors.
- i. It is the responsibility of NSSPL to get the security & application audit done of the proposed solution with a security auditor.

The details scope work and web enabling of modules are specified in Annexure A (Section Specific Scope of Work) and Annexure B (The software modules and processes under consideration). Annexure A (Section Specific Scope of Work) and Annexure B (The software modules and processes under consideration) are part and parcel of this MoU.

NOW

These presents witnesseth that in pursuance of the aforesaid MoU and or the consideration aforesaid, NSSPL and UoM hereby agrees that NSSPL will faithfully, truly and to the best of its skill and ability execute the work in accordance with the terms and conditions set and mutually agreed hereinafter:

1.0 General Terms and Conditions

- 1.1 All the financial matters and payments shall be dealt according to the Financial Terms and Considerations mentioned later in this MoU.

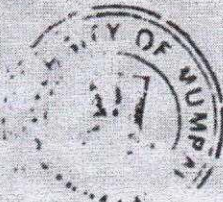
for University of Mumbai

Dr. M.A. Khan

Registrar

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University of Mumbai
Mumbai - 400 022



for Nirml Software Services Pvt. Ltd.

Dinesh Pathak

Managing Director

DEPUTY REGISTRAR
AFFILIATION & TAAS SECTION
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- 1.2 UoM Shall issue the Work Order with clear mention of scope of work and the financial Terms and software Modules and Activities under consideration.
- 1.3 The Recurring Charges towards the Contract period of Yearly support/services as mentioned in financial terms and general conditions as mentioned in clause shall be paid on quarterly basis starting from the date of Work order.
- 1.4 During Contract period of Yearly support/services NSSPL shall provide necessary Web Server to suit the application at its own cost.
- 1.5 During Contract period of Yearly support/services NSSPL shall bear all the expenses as may be required to provide necessary services.
- 1.6 During Contract period of Yearly support/services and support the ownership of the software with source code and database under considerations shall be shared between UoM and NSSPL to the extent of the software developed/amended and installed by NSSPL.
- 1.7 UoM shall have the Patent, Copyright with full IPR of software created/developed by UoM and further amended/changed/added by UoM during any time of Contract period of Yearly Operations/Handling and support.
- 1.8 NSSPL shall not claim any ownership of any software or database created developed by UoM and further amended/changed/added by UoM during any time of Contract period of Yearly support/services.
- 1.9 During Contract period of Yearly support/services, NSSPL shall provide the operations and handling activities to the extent of the software and routines created/developed/amended, installed by NSSPL and NSSPL shall provide necessary Web End Support, Local Customer Support, Telephonic Support etc at its own cost for smooth operations for such activities.
- 1.10 During Contract period of Yearly support/services, UoM shall provide necessary Furnished Space, Internet Connection, Telephone Lines etc for the smooth operations of the activities.
- 1.11 During Contract period of Yearly support/services, either parties may exit the MoU by serving the other party a notice of not less than 3 (three) months without giving any reason whatsoever but without dishonoring any commitment entered into prior to the date of termination notice and no party shall leave its commitment unfinished which may result in tangible losses to the other party.
- 1.12 During Contract period of Yearly support/services, UoM shall provide necessary technical and administrative rights to NSSPL to the extent of smooth handling the Web Operations in case Web server is provided by UoM.

for University of Mumbai

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Registrar

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University of Mumbai
Mumbai - 400 012



for Nirmal Software Services Pvt. Ltd.

Dinesh Pathak

DEPUTY MANAGING DIRECTOR
AFFILIATION SECTION
UNIVERSITY OF MUMBAI

- 1.13 During Contract period of Yearly support/services, any amendments to effect to the software under consideration UoM shall provide clear instructions vide a communication preferably by e-mail necessarily.
- 1.14 Any Extra/Other module/routine not listed/covered in this MoU shall not be a part of this MoU and the financial aspects in such case shall be charged extra as per the mutually decided financial and other terms and conditions.
- 1.15 All the software modules along with database etc as mentioned in the work order shall be ported and installed on the Web Server provided by UoM at the end of the full Contract period of Yearly support/services successfully.
- 1.16 In case of termination of a contract before completion of agreed contract period NSSPL shall handover the entire data till the termination of the contract, to UoM in the form of MS-Excel or any other mutually agreed format.
- 1.17 UoM shall have the single-copy ownership/rights of the Software Code under considerations to the extent of Usage for self including any changes amendments for self.
- 1.18 The necessary IPs etc shall be changed by NSSPL to suit the newly Web Server provided by UoM at the end of the contract period.
- 1.19 Once the Software is handed over post Contract period of Yearly support/services, it shall be responsibility of UoM to carry forward the necessary activities.
- 1.20 The backup of the database, software routines and other soft-data shall be responsibility of UoM post handover and Contract period of Yearly support/services.
- 1.21 During Contract period of Yearly support/services or after handover UoM shall not have the rights to re-sale the software, make multiple copies or otherwise to the extent of the software taken over from NSSPL which may cause business loss to NSSPL in future.
- 1.22 Both the parties agrees to change/amend the scope of work and related financial terms mentioned herein or beyond the terms & conditions and clauses motioned in this MoU during the MoU period with mutual consent. Initial contract term of this MoU for Contract period of Yearly Operations/Handling and support shall be for the period of 5 (Five) years from the date of Work order issuance. Thereafter or during the contract period the terms & conditions and the scope of this MoU may be extended/amended including the extension of scope of work as per the revised terms and conditions as many be mutually agreed upon or a revised MoU would be executed as per the revised terms with mutual agreement between the parties including the extension of scope of work and the financial and general Terms and Conditions.

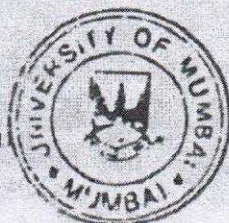
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Managing Director

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AFFILIATE IN CHARGE SECTION
UNIVERSITY OF MUMBAI

- 1.23 Any Terms /Conditions/Considerations/Understanding etc of any sort if any by virtue of any understanding/agreed/mentioned in past stands null and void and shall carry no references henceforth.
- 1.24 Considering these Terms & Conditions UoM shall issues work order to NSSPL and NSSPL shall take-up these activities accordingly.
- 1.25 The Team members and employees engaged by NSSPL, should be regularly paid their respective remunerations and that said employees/representatives shall have no claim of whatsoever nature as against UoM and further that NSSPL shall comply with all required statutory provisions applicable to such employees and in case of any breach or penalty by concerned authorities, shall invite termination of contract and also imposition of penalty upon NSSPL, after due assessment and verification by UoM.

2.0 Financial Terms & General Conditions

Financial Considerations:

UoM shall pay to NSSPL an amount as per the Factors and type of service mentioned hereunder in accordance to the financial terms as mentioned herein:

Sr. No.	Particular	Charges per Unit Excluding Service tax (In Rs.)	Minimum Payable Units per year (B)
Factor 1			
1.	One-Time Cost (Onetime Establishment charges for Design, Customize, Host, Implement Development of Solution with access to all internal and external users of the concerned department in University of Mumbai and all its associated offices. This will also include charges related to Initial Web Server/Hosting/Audit of the Application, Helpdesk set up etc.)	Rs/- 2,64,00,000.00 One Time (Rs Two Crore Sixty Four Lacs Only)	NA
Factor 2			
2.	Charges During Contract period of Yearly Operations/Handling and Support Per Unit of Transaction/Application of Affiliation : (Recurring Customization, Helpdesk/ Support/Services, Maintain the solution for a period of 5 years)	Rs 4500.00 (Rs Four Thousand Five Hundred Only)	600 units
Factor 3			
3.	Charges During Contract period of Yearly Operations/Handling and Support Per Unit of Transaction/ Application of Teachers Appointment & Promotion: (Recurring Customization, Helpdesk/ Support/Services, Maintain the solution for a period of 5 years)	Rs 4900.00 (Rs Four Thousand Nine Hundred Only)	900 units

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AFFILIATION & COL. SECTION
UNIVERSITY OF MUMBAI

The Above Mentioned Charges does not include any other taxes, service charges, levies, duties allowances. The Statutory levies and taxes (such as Service Tax, Sales Tax etc) shall be charged at actual.

Payment Schedule

UoM shall pay to NSSPL as per following payment schedule.

A) Payment Schedule of Factor 1 One-Time Cost

Sr. No.	Milestone	Payment Schedule
1.	Mobilization Cost on signing the contract	10% of the factor 1 cost
2.	Pilot of Affiliation Module	20% of the factor 1 cost
3.	Go - Live of Affiliation Module	20% of the factor 1 cost
4.	Pilot of the Teachers Appointment and Promotion Module	20% of the factor 1 cost
5.	Go - Live of the TAAS application	30% of the factor 1 cost

B) Payment Schedule of Recurring Cost towards Yearly Operations/Handling and support During Contract period :

- a. Factor 2 (Charges During Contract period of Yearly Operations/Handling and Support Per Transaction/Application of Affiliation)
- &
- b. Factor 3 (Charges During Contract period of Yearly Operations/Handling and Support Per Transaction/ Application of Teachers Appointment & Promotion)

Payment Schedule

Charges towards Yearly Operations/Handling and support Per Transaction/ Application (Factor 2 & Factor 3) as mentioned in the Financial Considerations shall be paid on quarterly basis considering the number of originating applications generated in the respective quarter.

General Payment Terms:

2.1 No of unit for factor 2 defined as :

- a. All proposals for continuation of affiliation shall include UG/PG/Research per college a single unit
- b. New College proposals shall be a single unit per college
- c. Extension proposals for new faculty shall include UG/PG together for all faculties inclusive per college be a single unit

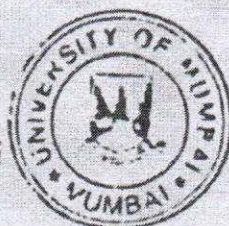
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for Nirmal Software Services Pvt. Ltd.

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AFFILIATION & COLLEGE SECTION
UNIVERSITY OF MUMBAI

- d. Extension proposals for new course shall include UG/PG together for all faculties inclusive per college be a single unit
 - e. Extension proposals for new subject shall include UG/PG together for all faculties inclusive per college be a single unit
 - f. Extension proposals for additional division shall include UG/PG together for all faculties inclusive per college be a single unit
 - g. Extension proposals for increase in intake shall include UG/PG together for all faculties inclusive per college be a single unit
 - h. All proposals for permanent affiliation shall include UG/PG/Research per college a single unit
 - i. All proposals for natural growth shall include UG/PG per college a single unit
- 2.2 No of unit for factor 3 defined as an application generated by college per subject per designation (i.e. per subject per type of post).
- 2.3 The shortfall if any against the minimum payable units as mentioned in Financial Considerations during the year shall be adjusted in the last quarter of the yearly billing cycle.
- 2.4 Any Other module/routine not listed in the financial aspects for software under consideration may be charged by NSSPL extra as per the mutually decided financial and other terms and conditions, certainly its utility has to approved by UoM
- 2.5 The Above Charges does not include any other data entry charges /form filling towards any other activity such as proposal/application data entry etc.
- 2.6 The Charges During Service period of Yearly Operations/Handling and Support Per Transaction/ Application (Factor 2 & Factor 3) shall be paid on quarterly basis starting from the date of Work order.
- 2.7 UoM shall release the payments towards Factor 1, Factor 2 and Factor 3 above against the invoices/bills within 3 weeks, however if there is non-compliance of agreed facilities payment can be retained or even forfeited .
- 2.8 Above activities/scope of work does not cover and include any direct students result related activity, evaluation activity, question paper distribution activity, examination time table activity, question paper or answer sheets printing activity, result processing/ generation activity etc.
- 2.9 Any other activity not mentioned in this MoU shall be beyond the scope of this MoU.

3. CONFIDENTIALITY

for University of Mumbai

Dr. M.A. Khan

Registrar

for Nirmal Software Services Pvt. Ltd.

Dinesh Pathak

Managing Director



DEPUTY REGISTRAR
AFFILIATION & REG. SECTION
UNIVERSITY OF MUMBAI

Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course of performance hereunder, save that which is :

Inconsequential or obvious;

Already in its possession other than as a result of a breach of this clause; or

In the hands of the public other than as a result of a breach of this clause.

In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.

4 INDEMNITY

Each party hereby indemnifies and agrees to keep indemnified the other, from and against all direct claims, losses, liabilities, obligations, damages, expenses and costs brought against or suffered by the other or any of its respective officers, directors, employees or agents, resulting from, arising out of or relating to: -

- 4.1 a breach or non-performance of any of the representations, warranties, covenants and/or assurances contained herein;
- 4.2 failure to perform any obligations contained herein;
- 4.3 a breach of any law, rule, regulation, notification or other statutory or legal provisions or requirements;
- 4.4 any willful misconduct or negligent acts by it or any of its officers, directors, employees or agents.

5 CONTRACT INTERPRETATIONS

5.1 In this MOU unless otherwise specified:

- a) All words/terms denoting the singular shall include the plural and vice-versa;
- b) All words/terms denoting any gender shall include all genders.

6 HEADINGS

for University of Mumbai

Dr. M.A. Khan

Registrar

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University of Mumbai
Mumbai - 400 032



for Nirmal Software Services Pvt. Ltd.

Dinesh Pathak

Managing Director

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AFFILIATION & REG. SECTION
UNIVERSITY OF MUMBAI

- 6.1 The Headings used under this MOU for a group of terms and conditions are meant to serve only as a convenience. The Headings are not to be considered for the interpretation of terms or conditions in the MOU.

7 VALIDITY

- 7.1 This MoU embodies the entire, sole and exclusive MoU and understanding between the parties hereto with respect to the subject matter hereof.
- 7.2 Any amendment or modification or waiver in connection with this MoU will not be effective unless made in writing and signed by both the parties.
- 7.3 If any provision of this MoU is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

8 WAIVER

- 8.1 The waiver by either party of a breach or default of any of the provisions of this MOU by the other party shall not be interpreted as:
- a) A waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise; or
 - b) A way to avail itself of any right, power or privilege that it has or may have under this MOU to operate as a waiver of any breach or default by the other party.

9 FORCE MAJEURE and Change in laws and Regulation

- 9.1 Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfill and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- 9.2 Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfill and continue performances hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed
- 9.3 Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU, be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. PROVIDED however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU then such party shall give immediate notice by registered mail or courier to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of

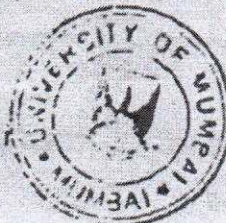
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for Nirmal Software Services Pvt. Ltd.

Dinesh Pathak

Managing Director

DEPUTY REGISTRAR
AFFILIATION & COL. SECTION
UNIVERSITY OF MUMBAI

obligations as aforesaid.

- 9.4 Unless otherwise specified in the Contract, if after the date of the Contract, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price or the method of working and deliveries, then such Delivery Date and/or Contract Price or the method of working shall be correspondingly increased or decreased or changed, to the extent that the overall functioning thereby been not affected in the performance of any of its obligations under the Contract.

10 TERMINATION

- 10.1 The MOU can be terminated by either party giving the other party, a prior written notice of not less than three months its intention to do so but without dishonoring any commitment entered into prior to the date of termination notice and no party shall leave its commitment unfinished which may result in tangible losses to the other party. The MOU can terminate the contract by giving one month notice in writing, if there is willful default /breach of terms and condition of this agreement and further non-satisfactory services. The MOU also reserve it right to recover the losses, caused to due to inefficiency /breach of terms by NSSPL.
- 10.2 The MOU shall also stand terminated for any reasons such as legal processes, acts of the State or similar such exigencies beyond the normal control of the party concerned and which disable any of the parties hereto from functioning further.
- 10.3 The MOU may be terminated by both parties by mutual consent.
- 10.4 Both the parties shall honour commitments made prior to the date of notice, complete the ongoing work to avoid major inconveniences or serious dislocations of the work of either party and shall settle any outstanding dues without recourse to compelling action, upon such termination.
- 10.5 Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.
- 10.6 The Clauses of this MOU, which by nature are intended to survive termination of this MOU shall remain in effect after such termination.

11 ARBITRATION & Settlement of Disputes

- 11.1 The performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and

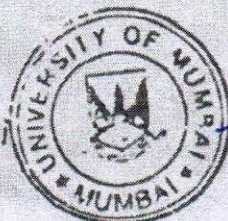
for University of Mumbai

Dr. M.A. Khan

Registrar

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University of Mumbai
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for Nirmal Software Services Pvt. Ltd.

Dinesh Pathak

Managing Director

DEPUTY REGISTRAR
AFFILIATION & CO-OP. SEC. SECTION
UNIVERSITY OF MUMBAI

respond to it in writing within 30 days after receipt. All and any disputes and claims arising out of or relating in any manner to this MOU or the breach, termination, non-performance, interpretation or validity thereof, shall first be discussed in good faith by officers duly nominated for the purpose by each party, with a view to resolving the same.

- 11.2 All and any disputes and claims as aforesaid, which cannot be fully and satisfactorily resolved or settled by the parties as aforesaid, shall at the request of either party, be submitted at Mumbai to arbitration. In such a case, a joint request by NSSPL and UoM will be made to an eligible and competent person to act as an Arbitrator. The appointment and the proceedings of arbitration will be subject to the provisions of Indian Arbitration & Conciliation Act, 1996 as amended from time to time. The cost of appointing the arbitrator shall be equally shared by the Parties herein. The decision of the majority of arbitrators shall be final and binding upon both parties. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

12 JURISDICTION

- 12.1 All disputes and differences, whatsoever arising out of these presents or any part thereof and whether as to the construction thereof or otherwise shall be referred to the courts at Mumbai, which shall be the courts having jurisdiction to entertain and try the same.

13 NOTICES

- 13.1 Any notices, requests and other communications required or permitted hereunder shall be in writing and shall be given by hand against written acknowledgement or receipt, or sent by registered mail, or by facsimile followed by a confirmation letter by registered mail, at or to each of the parties at the addresses set forth in this MOU or to its last known place of business.

14 PENALTY

In case of any dispute or any other reason for which the agreed process gets delayed or affected and if it is found that NSSPL has been chiefly and only responsible for the same, the penalty on the payment will be from 3% to maximum 20% of the total invoice amount raised as per the agreed periodic billing cycle, monthly/quarterly etc and received by NSSPL against the faulty and affected activity as agreed by UoM and NSSPL. In such cases or otherwise, the power to waive off fines and penalty vests with Registrar, University of Mumbai, M.G. Road, Fort, Mumbai

NOW IN WITNESS WHERE OF the parties hereto have set their respective hands to these presents and a duplicate hereof the day and year therein above written.

for University of Mumbai for Nirmal Software Services Pvt. Ltd.

for University of Mumbai

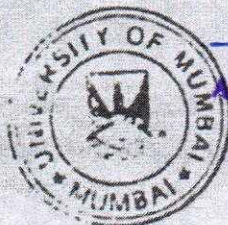
for Nirmal Software Services Pvt. Ltd.

Dr. M.A. Khan

Registrar

Registrar

University of Mumbai
Mumbai - 400 032



Dinesh Pathak

Managing Director

DEPUTY REGISTRAR
AFFILIATION & SECTION
UNIVERSITY OF MUMBAI

Dr. M.A. Khan
Registrar

Dinesh Pathak
Managing Director

Witnesses:

for University of Mumbai

for Nirmal Software Services Pvt. Ltd.

Sign & Name & Address

Dr. Dinkar Pawar
Dy. Registrar, Affiliation
University of Mumbai,
M. G. Road, Fort,
Mumbai 400032

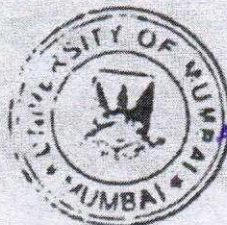
Sign & Name & Address

Acmita Kattete
Director - Technical
Nirmal Software
Services Pvt. Ltd.

for University of Mumbai

Dr. M.A. Khan
Registrar

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SOFTWARE SERVICES PVT. LTD.

for Nirmal Software Services Pvt. Ltd.

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Annexure A

Section Specific Scope of Work

Affiliation Solution

The Affiliation department of Mumbai University is looking for an end to end solution for Affiliation including New Affiliation, Continuation / Extension of Affiliation, Permanent Affiliation process and Monitoring of Affiliated Colleges / Institutes. The details of the processes which need to be automated as a part of the above modules are given below –

1. New Affiliation

New affiliation process is concerned with colleges/ institutes who want to start a new Program / Division / Subject.

Following are the activities which are typically performed as a part of this process –

- The Higher and Technical Education Department, Govt. of Maharashtra requests for Perspective Plan from the University's Affiliation department
- The Affiliation department prepares the perspective plan and submits it to the Higher and Technical Department for approval.
- After the plan approval, the Affiliation department advertises in newspapers, for new affiliations for approved programs / subjects / divisions as per the Perspective Plan.
- The Institutes willing to apply, are required to submit application form, in person, along with the required documents and fees to the University.
- The Affiliation department, after receiving the applications, conducts scrutiny of all the forms to ensure validity and completeness as per the requirements of the application
- The Affiliation department appoints an Expert Committee to conduct a physical verification of the institute(s).
- The Expert Committee conducts a site visit and prepares an inspection report as per the guidelines from Mumbai University and submits the same to the Affiliation department.
- Further, this Inspection report is sent to BCUD and Management council seeking their remarks.

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- The Affiliation department prepares a list of approved and rejected institutes, as per the remarks received from BCUD and Management Council.
- The approved list of institutes along with all the reports and supporting documents and list of rejected applications are further sent to the Higher and Technical Education department for its approval.
- The Higher and Technical Education department takes the final decision of approving the institutes and a final list of approved and rejected applications are sent to Affiliation department.
- The Affiliation department informs the respective institutes.

2. Continuation / Natural Growth / Extension of Affiliation

Continuation / Natural Growth / Extension of Affiliation process is concerned with institutes that want to continue / extend their affiliation for an existing Program / Division / Subject.

Below are list of activities typically undertaken –

- The Institutes willing to apply, are required to submit the application form for continuation / Extension of Affiliation, in person, along with the required documents and fees to the University.
- The Affiliation department, after receiving the applications, conducts scrutiny of all the forms to ensure validity and completeness as per the requirements of the application.
- The Affiliation department appoints an Expert Committee to conduct a physical verification of the institute(s).
- The Local Inquiry Committee conducts a site visit and prepares the Local Inspection Committee report (LIC) report as per the guidelines from Mumbai University and submits the same to the Affiliation department.
- LIC report is further sent to BCUD, Academic council and Management council seeking their review and approvals.
- As per the remarks received from BCUD, Academic council and Management council, the Affiliation department informs the respective institutes about the final decision.

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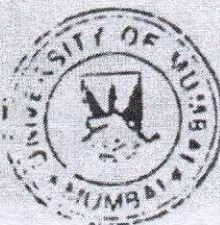
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3. Permanent Affiliation

This process is applicable to the institutes that want to apply for Permanent Affiliation for any Course / Subject/ Division. For any institute to apply for Permanent Affiliation, the existing Program /Division / Subject should have completed atleast 5 years. Below are list of activities typically undertaken -

- The institutes willing to apply, are required to submit the application form for Permanent Affiliation, in person, along with the required documents and fees to the University.
- The Affiliation department, after receiving the applications, conducts scrutiny of all the forms to ensure validity and completeness as per the requirements of the application.
- The Affiliation department appoints an Expert Committee to conduct a physical verification of the institute(s).
- The Local Inquiry Committee conducts a site visit and prepares the Local Inspection Committee report (LIC) report as per the guidelines from Mumbai University and submits the same to the Affiliation department.
- LIC report is further sent to BCUD, Academic council and Management council seeking their review and approvals.
- As per the remarks received from BCUD, Academic council and Management council, the Affiliation department informs the respective institutes about the final decision.

4. Monitoring of Affiliated Colleges / Institutes - Currently, this process is only undertaken when there is a notification / application by the affiliated colleges that either want to apply for new affiliation, continue their affiliation or apply for permanent affiliation.

This module should allow Affiliation department to conduct random verifications for all kinds of affiliated colleges during any point in time (after the institute has been granted a permanent affiliation status).

Required Features / Functionalities -

The entire Affiliation solution offered by the bidders should cover the following main modules / features -

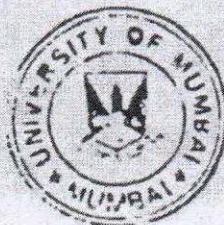
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- Application Receiving Processing – Submission of the application form as well as the supporting documents online
- Fee Payment / Collection – Payment Gateway integration
- Compliances to colleges
- Post Compliance process
- BCUD/Academic Charts/ Management Council/Inspection Committee – Hierarchy based approval mechanism including all the approving authorities
- LIC/LEC – Provision of random allocation of Inspection / Inquiry / Expert Committee, online filling and submission of inspection reports. A provision to be made for the applicant to view the status of the inspection report along with its compliance with respect to the parameters specified therein.
- Online Reports / MIS / Dashboard – A provision to be made for reports and dashboard to be made available to all the stakeholders and senior management for statistical purposes and decision making
- Other features –
 - Provision to have a unique ID/Key generated for affiliation of each subject at the time of application submission
 - Provision to upload the photographs of college infrastructure (e.g. front gate, classrooms, labs, library etc.) and to capture the latitude-longitude of the college as per the requirement of the application

Teacher Recruitment and Promotion Solution

The university's Teachers Appointment and Approval Section – College Teachers and Teachers Appointment and Approval Section – University Teachers section is looking for a comprehensive teacher recruitment and promotion solution covering all aided, un-aided, minority and non-minority colleges.

TAAS – CT means Teaches Appointment and Approval Section (College Teachers)

TAAS – UT means Teaches Appointment and Approval Section (University Teachers)

The solution should typically cover the following functionalities –

TAAS - CT Recruitment: Following are the activities typically undertaken in the college teacher and principal recruitment process

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1. Preparation of a report giving the details of the vacancies across each college. Generation of the vacancy report from the system giving the number of teachers to be recruited and seeking an approval from Konkan Bhawan on the same.
2. Preparation of the advertisement draft and verification as by the TAAS - CT, of the university.
3. Publishing the advertisement in leading newspapers.
4. Submission of application forms by candidates.
5. Appointment of a VC Nominee and Subject Expert by the Vice Chancellor and notification to the TAAS - CT.
6. Conducting the interviews, verify the documents for all applications and shortlist candidates.
7. Report Preparation and Notification of the final result -

In case of Aided / Un-Aided / Non-Minority college - A 3 Page Report is prepared in case the candidate has applied to Aided / Un-Aided / Non-Minority college; verification and approval of the 3 Page Report is done as per the established hierarchy Approval given by the Vice Chancellor, a notification is sent to the concerned college to prepare the 7 Page Report. The same process is followed for the 7 Page Report as well and the final decision after the approval as per the hierarchy defined above is communicated to the concerned college.

TAAS - UT Recruitment: Following are the activities typically undertaken in the university teachers' recruitment process -

1. The Teachers Appointment Section - University Teachers section prepares a list of open positions for university teachers.
2. The Teachers Appointment Section - University Teachers section prepares an advertisement draft, post an approval by the Vice Chancellor, on vacancies.
3. The advertisement is published in the leading newspapers.
4. Submission of application forms and requisite fees by the candidates.

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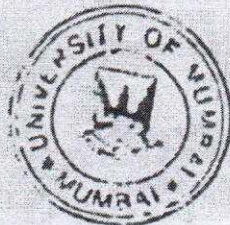
5. Appointment of a Scrutiny Committee by the Vice Chancellor and scrutiny of the application forms by the committee.
6. The Teachers Appointment Section – University Teachers, prepares a report (with list of eligible and non- eligible candidates), as per the remarks given by Scrutiny Committee.
7. Appointment of Selection Committee by the Vice Chancellor.
8. Scheduling of interviews for eligible candidates.
9. Conducting interviews and preparation of the final list of selected candidates based on the feedback given by the Selection Committee.
10. Final approval from the Vice Chancellor before releasing the appointment letters to the successful candidates.

University Teachers' Promotion: The university teachers' promotion process encompasses the following activities –

1. Submission of application by the teacher, to the concerned HoD.
2. Submission of application to the TAAS - CT.
3. Verification of the grade details and appointment of VC Nominee.
4. Sending the recommendations to Management Council for approval & Invitation letter sent to concerned members after MC approval.
5. If application for promotion from Grade 1 to Grade 2 or Grade 2 to Grade 3, a meeting of screening cum evaluation committee to review applications
 - i. TAAS – UT, receives the recommendations of the screening cum evaluation committee and seeks Vice Chancellor's approval.
 - ii. A letter along with the application file submitted to Director Higher Education (DHE) Pune; in addition, the letter copy is forwarded to teacher & department.
 - iii. Teachers Appointment Section – University Teachers, conveys the final decision to the applicant.

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6. If application is for promotion from Grade 3 to Grade 4, a meeting of selection committee is conducted to review the application, rest of the process is similar as per point 5 above.
7. If application is for promotion from Grade 4 to Grade 5, a meeting of university Experts Committee is conducted to review the application, rest of the process is similar as per point 5 above.

College Teachers' Promotion:

1. Submission of application to college principal and preparation of the complete file including service details and proof of minimum requirements.
2. Receipt of application for promotion, subject to minimum requirements fulfilment.
3. Verification of promotion grade details and submission of request for VC Nominee.
4. Appointment of a VC Nominee and notification to Teachers Appointment Section – College Teachers. The rest of the process is same as described in the University Teachers' Promotion above.

A college-wise master database to be designed, to make the information regarding designation and qualification-wise teacher count, readily available for each college and university.

Required Features / Functionalities –

The entire Teacher Recruitment and Promotion Solution offered by the bidders should cover the following main modules / features –

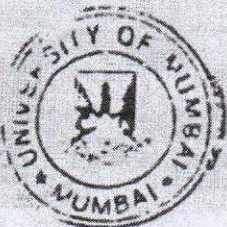
- **Application Receiving and Processing** – Submission of the application form as well as the supporting documents (Minimum Requirements) online.
- **Fee Payment / Collection** – Payment Gateway integration.
- **Screening cum Evaluation Committee / Selection Committee / University Experts Committee, VC etc.** as detailed in the process above – Hierarchy based approval mechanism including all the approving authorities as specified above.
- **3 Page Report & 7 Page Report** – Provision of online filling and submission of the reports as per the process detailed above. A provision to be made for the applicant to view the status of the report along with its compliance with respect to the parameters specified therein.

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- **Alert mechanism** – For Teachers Appointment Section – College Teachers / University Teachers, applicants and departments involved.

Scope of Work for Services and day-to-day operations

Dashboard and Management Information System (MIS)

The solution should also have a provision for making Dashboards (real – time) / MIS reports available to appropriate authorities at any point in time for efficient tracking and decision making.

Help Desk Support

1. NSSPL shall be responsible for providing Help Desk Support
2. The help Desk should be functional on all working days from 9:30 AM to 6:30 PM
3. The Help Desk shall guide the Government officials as well as Applicants on effective usage of the system

Training

NSSPL shall provide the training for all users of the system across the University as well as registered external users like Colleges and Teachers.

Application Rights and Licenses

NSSPL by way of provisioning of the solution, grants unlimited and perpetual users license to UoM internal as well as external users with unrestricted access to all the features of the complete solution including any offline / pre-activity / post-activity features.

NSSPL shall make necessary provisions to grant perpetual and unlimited user license for UoM internal and external users for the solution. Apart from the solution Licenses, NSSPL shall provide for all licenses required for hosting and maintaining the software solution for the entire period of the contract including, but not limited to Operating System, System Software, Database, Application Software etc.

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