



Swa. Sawarkar Mahavidyalaya, Beed



Internal Quality Assurance Cell

Criteria 4. Infrastructure and Learning Resources 4.2 LIBRARY AS A LEARNING RESOURCE

4.2.1 Library is automated with digital facilities using integrated Library Management System (ILMS), adequate subscriptions to e-resources and journals are made. The library is optimally used by the faculty and students

Integrated Library Management System(ILMS)

Details

of

Library Automation Using

Integrated

Library Management System

(ILMS)

4. Infrastructure and Learning Resources

4.2.1: Library is automated with digital facilities using Integrated Library

Management System (ILMS), adequate subscriptions to e-resources and journals

are made. The library is optimally used by the faculty and students

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Established-1995

Bhartiya Shikshan Prasarak Santha's, Ambajogai



Swa. Sawarkar Mahavidyalaya, Beed

(Art's, Science & Commerce)

NAAC- RE-ACCREDITED GRADE-B



Dr. P.D. Pohekar

M. A., SET, M. Phil., Ph.D.

- Website : https://www.sawarkarcollegebeed.edu.in
- E-mail: veersawarkarbeed@gmail. Com

Details of Library Automation Using Integrated Library Management System (ILMS)

Sr. No.	Details	Remark
1	Name of Integrated Library Management System (ILMS)	Master Soft ERP Solutions Pvt. Ltd. Nagpur's: Library Management System Software (LIBMAN)
2	Nature of Automation	Partially
3	Version	Cloud Based Library Management System Version 2.1.0
4	Year of Purchase	2003
5	Year of transfer on Cloud Base	2021
6	AMC of Software	As per students enrolled per year Rs. 70/ Student (CMS+ LIBMAN)

LIB-MAN is a highly integrated, user-friendly and compatible system for complete computerization of all the in-house operations of the library. The library management software is intuitive, efficiently and compliant. Lib-Man is embedded with multilingual fonts, Barcode & QR Code fonts. Provides OPAC, MOPAC, New Arrivals, News along with regular Modules.



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A. Screenshots of Dashboard, College Profile page

LIBMAN - A Library Management System

Dashboard



College Profile





Principal
Swa.Sawarkar Mahavidyalaya
Beed.

B. Transation details





५ पॅंड लेखा/२०१०-११/फॉर्म नं. १२ कार्यालयीन कामासाठी

Vouchar No.

Cash Book Page No.

MasterSoft ERP Solutions Pvt. Ltd







Accelerating education

Invoice

	* Bec		
MASTERSOFT ERP SOLUTIONS PVT LTD 2018 - 2020, 1456- A NEW NANDANWAN OPP, PANDAV	Invoice No AUG/127/2019-20	Dated 01-Aug-2019	
POLYTECHNIC NAGPUR GSTN - 27AAICM7667D1Z4 CIN - U72900MH2015PTC264680	Delivery Note	Mode/Terms Of Payment	
E-MAIL - accounts@iitms.co.in Our Bank Details as follows Company Name - Mastersoft ERP Solutions Pvt. Ltd. Bank Name - State Bank of India	Supplier's Ref.	Other Reference(s)	
Name	Buyer's Order No SSMB/MSESPL-SCB/2019 -20/854	Dated 11-Jun-2019	
Buyer To, HE PRINCIPAL,	Despatch Document No	Dated	
SWANTRYAVEER SAWARKAR COLLEGE, BEED.	Terms of Delivery		

Sr. No	Description Of Goods	HSN/SAC	Quantity	Rate	Per	Amount
1	CLOUD BASED ERP SOLUTION ONE TIME CLOUD SETUP CHARGES	85238020	B.00 NO	25,000.00	NO	25,000.00
	CGST@9%			9.00		2,250.00
	SGST@9%			9.00		2,250.00
	Cheque No. 061900		1)	•		(
	S.S.M.Beed, BOX - S Total		Principal			29,500.00

Amount Chargeabel (in words)

Principal Swa.Sawarkar Mahavidyalaya Beed

Rupees Twenty-Nine Thousand Five Hundred Only Taxable Value

Ce	entral Tax	State Tax		
Rate	Amount	Rate	Amount	
9.00	2,250.00	9.00	2,250.00	

Tax Amount (in words)

Rupees Two Thousand Two Hundred Fifty Only

Company's PAN : AAJCM7667D

Declaration

We Declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

NOTE: Interest will be charged a supply payment not received within 38 days from though this invoice.

Total

For MASTERSOFT ERP SOLUTIONS PVT LTD 2018 -Vincilla .



Authorised Signatory

This is a Computer Generated Invoice

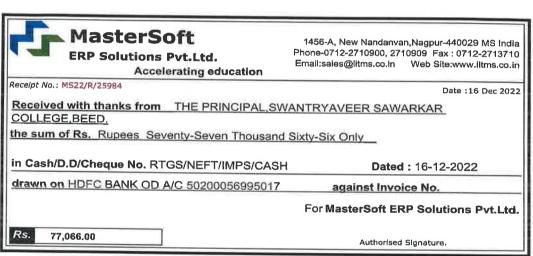
25,000.00

Host Trusted ERP Partner for Educational Campuses

1456-A. New Nandanyan, Nacarda (MS) India, PH, 0712-2713705/06/07 MOB.: +91888 888 3394 / 860 581 8111 salas@litins.co.in / somentav@litins.co.in / offices At **
Aggnic **Mumba: - Puba ** Latur **Aurangabad **Karad ** Jalgoan **Delhi Bangelore **Mangalore ** Hyderabad **Jaipur ** Coa **Medorai ** Surad **Ahmedabad **
Jarglatedpir ** Rolpur ** Patan **Agartaia ** Alcaedia ** Imphai ** Srinagar ** Bhopal ** Indom **Shuhunceawar ** Cheronai ** Villupuram ** Patlatad ** Coimbalore
Jarglatedpir ** Rolpur ** Patan **Agartaia ** Alcaedia ** Imphai ** Srinagar ** Bhopal ** Indom **Shuhunceawar ** Cheronai ** Villupuram ** Patlatad ** Coimbalore
Jarglatedpir ** Rolpur ** Patan ** Agartaia ** Alcaedia ** Imphai ** Srinagar ** Bhopal ** Indom **Shuhunceawar ** Cheronai ** Villupuram ** Patlatad ** Coimbalore

7

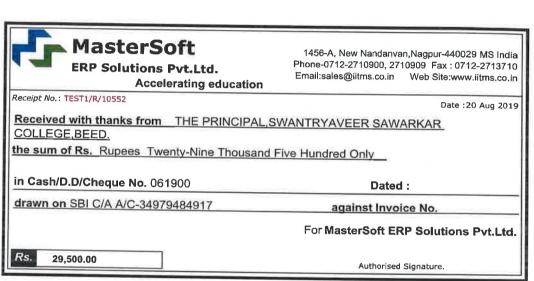
C. Receipts



This is a computer generated receipt. No need for any signature.



Swa.Sawarkar Mahavidyalaya Beed.



This is a computer generated receipt. No need for any signature.



Librarian Swa.Sawarkar Mahavidyalaya Beed



1456-A, New Nandanvan, Nagpur-440029 MS India Phone-0712-2710900, 2710909 Fax: 0712-2713710 Email:sales@iitms.co.in Web Site:www.iitms.co.in

Date :17 Oct 2019

Received with thanks from THE PRINCIPAL, SWANTRYAVEER SAWARKAR COLLEGE, BEED.

the sum of Rs. Rupees Thirty-Three Thousand Twenty-Four Only

in Cash/D.D/Cheque No. 061912

Dated:

drawn on SBI C/A A/C-34979484917

against Invoice No.

For MasterSoft ERP Solutions Pvt.Ltd.

33,024.00

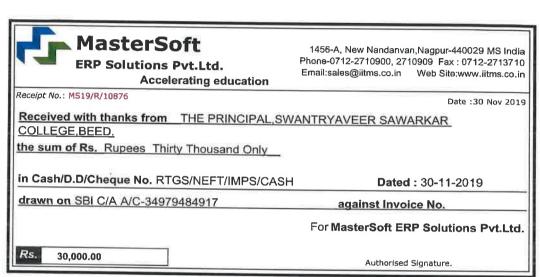
Authorised Signature.

This is a computer generated receipt. No need for any signature.



Swa.Sawarkar Mahavidyalaya Beed

Swa.Sawarkar Mehavidyalaya Beed.



This is a computer generated receipt. No need for any signature.



Librarian Swa.Sawarkar Mahavidy alaya Beed

D. License Certificate



CERTIFICATE

License No.: MSERP/01 - 2023/0735

Generated on: 02/01/2023

Reference: SSMB/2021-22/CMS-Order/

Dated: 30/12/2021

This is a Certificate of authenticity that the Cloud Based ERP Solutions CCMS - Centralized Campus Management System. You have Procured is legally licensed by MasterSoft ERP Solutions Pvt. Ltd. -A Company of Master's Software Group, 1456-A, New Nandanvan, Nagpur-24

Licensee: SWATANTRYAVEER SAWARKAR COLLEGE, BEED

Software: Cloud Based ERP CCMS - Centralized Campus Management System

- One time cloud setup, Implementation, training
- Merit List generation
- Student Admission & Fees Online/On Counter
- Student Information System & Reports
- Student Certification & I-Card
- Student Attendance & Reports
- Library Management system
- Payroll & Accounts Management System
- Student certification-TC/LC/Bonafide/NOC/passing
- Students/Parents, Faculty, Staff Logins
- Financial Accounting
- SMS/Email Integration with all software
- Mobile Apps for principal, Staff, M-OPAC

Librarian Swa. Sawarkar Mahavidyalaya Beed



MasterSoft ERP Solutions Pvt. Ltd

1456-A, New Nandanvan, Nagpur

Ph. :- 0712-2713714, 271371 Swa Sawarkar Mahavidyalaya Beed.

email: sales@iitms.co.in, website: www.iitms.co.in





License No.: MSERP/01 - 2023/0735

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- Financial Accounting
- SMS/Email Integration with all software
- Mobile Apps for principal, Staff, M-OPAC

Librarian Swa.Sawarkar Mahavidyalaya Beed



1456-A, New Nandanvan, Nagpur

Ph. :- 0712-2713714, 2713711

Principal Swa Sawarkar Mahavidyalaya Beed

Authorized Sign

email: sales@iitms.co.in, website: www.iitms.co.in

E. Letter related to Software

सा.न्या.नॉ.क.एफ . १४ बीह



|| 3% || || केल्यानें होत आहे रे | आर्थी केलेचीं पाहिजे ||

भारतीय शिक्षण प्रसारक संस्था, अंबाजोगाई कोनः- ०१४४६-१४८१२२

🕈 केंद्र कार्यालय 🌢

E-Mail :- bsps2011@rediffmail.com

दिनांक :-१३/०६/२०१९

जाक्र-भाशिप्रसं/२०१९-२०/_{१०}

अध्यक्ष डॉ. सु. गो. आलूरकर

वेगलूर

कार्यवाह

श्री. नि. वि. शेटे

लातूर

सहकार्यवाह

श्री. हॉ. हे. व. वैद्य गेवराई

श्री. चं. अ. मुळे बीड

प्रति,

प्राचार्य-

१. खोलेश्वर महाविद्यालय, अंबाजोगाई

२. स्वा सावरकर महाविद्यालय, बीड

३. श्री.सिध्देश्वर महाविद्यालय, माजलगाव.

विषय :- CCMS Cloud Based MIS System बाबत.

उपरोक्त विषयास अनुसूरून आपणास कळविण्यात येते CCMS Cloud Based MIS System बाबत मास्टर मॉमर अस्पोलरेटींग एज्युकेशन संस्थेशी अनुवाद झालेला असून त्याबाबत संबंधीत संस्थेशी सॉफ्टवंधर शुल्काबाबतची बोलेणी झाले आहे. त्या अनुषंगाने आपण आपल्या महाविद्यालयीन पातळीवर संदर प्रस्तावाची त्वरीत कार्यवाही करावी

सबब, मास्टर सॉफ्ट अस्सेलेरेटींग एज्युकेशन संस्थेने दिलेल्या प्रस्तावाची एक प्रत अवलोकनार्थ सदर पत्रासोबत जोडत आहोत. ऑप्रण आपल्या पातळीवर केलेल्या कार्यवाहीच्या अहवालाची एक प्रत केंद्र कार्यालयात माहितीस्तव सादर करावी

केंद्र कार्यालय

कार्यवाह भारतीय शिक्षण प्रसारक संस्था. शार्थाबाबार भी

Swa.Sawarkar Mahavidyalaya, Beed.

Inword No. :- 277 Date :- 14 / 6 /2019 Swa.Sawarkar Mahavidyalaya Beed.



केल्याने होत आहे है | आधी केलेचि पाहिजे ||

Bhartiya Shiksban Prasarak Saastha, Ambajogai

Swa. Sawarkar Mahavidyalaya, Beed

Arts, Science & Commerce NAAC Accreditation Grade 'B'

Dr. Shirodkar S. G. M.Sc. Ph.D.

Established 1995

Principal

Sawarkar Nagar, Near Netradham Hospital, Jaina Road, Beed- 431122, Maharashtra (INDLA) Phone : 02442-226218 E-mail:- veersawarkarbeed@gmail.com Web site-www.sawarkar.co.in

O.W. No.: SSMB/MSESPL-SCB/2019-20/854

Date: 17/06/2019

MasterSoft ERP Solution Pvt. Ltd.

Nagpur – 9 (MS)

Sub: Supply of Cloud based ERP CCMS-Centralized Campus Management System

Dear Sir:

As per your offer dated 13-06-19.& subsequent discussions in meeting held on 13.06.2019, it is decided to accept your offer of Cloud based ERP Solution with all terms & conditions. Kindly create Cloud setup with following details for our college. Necessary first

year advance payment cheque / RTGS enclosed.

SIN	EVKONDNULLIGISCOG (CILGOXUE)	PROCE (His Righ)		
01	One Time Cloud Set-up Charges	Rs. 25,000/- + 18%		
02	On Line Student Registration with Online Payment	GST		
03	Merit List Generation	-		
04	Student Admission & Fees Online / On Counter	-		
05	Student Information System & Reports	-		
06	Student Certification & I-Card			
07	Student Attendance & Reports	Rs. 70/- + 18%		
08	Financial Accounting	GST Per Student Per		
09	Payroll Management System	Year		
10	Library Management System	-		
11	SMS-Short Message Service (15,000 Free) Per Year			
12	SMS/Email Integration with all software			
13	Mobile Apps for Principal, Staff			

Deliverables:

Creation of Cloud Setup for the Institute

On boarding of Students & All Users and Creation of Users

User Training & fully Support

Payment: 100% with Purchase order

Service Support: Initial three days on site. Subsequently On-line.

You are requested to immediately do the needful.

College lettor -01-2017-18 - Vinod-

Principal

Swa Sawarkar Mahavidyalaya Beed.



केल्याने होत आहे रे । आधि केलेचि पाहिजे ।। Bhartiya Shikshan Prasarak Sanstha, Ambajogai **va., Sawarkar, Wahawidya lawa, B**

Swa. Sawarkar Mahayidyalaya, Beed Arts, Science & Commerce

NAAC Accreditation Grade 'B'

Sawarkar Nagar, Near Netradham Hospital, Jaina Road, Beed, 431 (22, Maharashira (INDIA) 22 02442-226218, e-Mail, veersawarkarbead@gmail.com, Websile, www.sawarkar.co.in

Date-13-07-2019

To, it is The Master Software, Nagpur

Subject: Undertaking for Eligibility to get Transactional SMS account for User ID (veersawarkarbeed@gmail.com) as per NCCPR Regulation.

We, [saw.sawarkar college,beed] hereby give an undertaking that as per the provisions in Section 2 (ab) of NCCPR regulation and subsequent amendments, our company falls under the category eligible for Transactional SMS route (kindly enclose supporting document/licenses), using which we would be able to send sms communication to our registered users/subscribes even if the subscriber has registered in NCCPR registry for blocking commercial sms on his mobile. User ID (veersawarkarbeed@gmail.com) provided by chartered Information Systems Private Limited, is being used by [saw.sawarkar college,beed] for sending messages to opt-in mobile numbers only. The messages are transactional in nature and do not contain any commercial or unsolicited communication.

Further, any complaints/grievances'/claims/penalties, whether legal or commercial with regard to the usage of the said service shall be the sole responsibility of (saw.sawarkar college,beed) Chartered Information System Private Limited is hereby being indemnified from all complaints/grievances'/claims whether legal or commercial (saw.sawarkar college,beed) for the usages of transactional bulk SMS Account with ID (veersawarkarbeed@gmall.com)

We understand that on receiving any complaints for transactional sms we had sent, Chartered Information System Pvt. Ltd. May disconnect our services with immediate effect and we agree to pay all the legal cost and penalties incurred on account of the complaint.

Chartered Information System Pvt. Ltd. Is authorized to block the bulk sms account and forfeit the sms credit balance in the account at any point in time if our account is found to be carrying traffic other than transactional traffic, even if there is no formal complaint for violatin of NCCPR norms.

Required Sender id (6 alphabets only): SSMBSF

Encl: Supporting documents such as registration certificate/licenses.

Best Regards

Signature:

Name Principal

Swa.Sawarkar Mahavidyalaya Beed.* Principal

Swa Sawarkar Mahavidyalaya

Beed

F. Agreement



केरवाने होत आहे हैं ! आही केलेंचि पाक्रिजे !!

Bhartiya Shikshan Prasarak Sansiba, Ambajogai

Swa. Sawarkar Mahavidyalaya, Beed

Arts, Science & Commerce NAAC Accreditation Grade 'B'

Dr. D. B. Nagargoje Incharge Principal

Established 1995

Sawarkar Nagar, Near Netradham Hospital, Jaina Road, Beed-431122, Maharmahtra (INDIA) Phone : 02442-226218 E-mail:- veersawarkarbeed/agmail.com Web site-www.sawarkar.co.in

CENTRALIZED CAMPUS MANAGEMENT SYSTEM

ENTERPRISE RESOURCE PLANNING

Terms of Useand Data& IPR Protection



This Agreement, signed on 12TH day of September, 2022, between M/s. MasterSoft ERP Solutions Pvt. Ltd., 1456-A, New Nandanvan, Nagpur, Maharashtra, India - 440024 (Supplier), and SWA. SAWARKAR MAHAVIDYALAYA, BEED. Purchaser, including its Management, Faculty & Staff, Agents, Representatives, Students and their Parents, Applicants etc.), upon Terms as under:

- 5 years (renewable by written Agreement on revised terms). 1. Term:
- 2. Scope and Objective:
- Cloud-based Centralized Campus Management System (CCMS) Enterprise Resource Planning (ERP)is developed, hosted and owned by Supplier, along with its modifications and upgrades (if, as and when made);



- The Supplier shall implement the CCMS ERP to the extent of Modules selected by the Purchaser; governed by the Offer Letter issued by Supplier and the Purchase Order issued by Purchaser;
- CCMS ERP including mobile apps is a standard product for all the (c) Clients of Supplier (including Purchaser), and therefore, it is not feasible to modify the same perrequirement(s) of the Purchaser;

Principal Swa.Sawarkar Mahavidyalaya Swa.Sawarkar M Beed

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- (d) The Supplier may incorporate essential upgrades (assessed as per popular demand, changes in technology, security concerns, or feasible requests of multiple Clients), and the same shall be available non-exclusively to all the Clients of the Supplier once in every three months.
- Responsibilities of Supplier: The Supplier –M/s. MasterSoft ERP Solutions Pvt. Ltd., 1456-A, New Nandanvan, Nagpur, Maharashtra, India – 440024
- (a) shall commence its services within 45 days from the date of Purchase Order along with agreed advance payment, or later, as mutually agreed between the Parties;
- (b) shall enable the modules of CCMS ERP procured by the Purchaser along with facilities as agreed in the Purchase Order, on Internet Servers (Cloud / VPS) at Supplier designated location(s), and shall grant access to the Purchaser;
- (c) shall provide adequate online training and support towards best usage of the CCMS ERP to the selected authorized personnel of the Purchaser based on its 'Train the Trainer' model;



- (d) shall provide on-site support towards CCMS ERP as may be required the Purchaser, however, upon payment of charges and facilitation of necessities as may be decided by the Supplier from time to time;
- (e) shall promptly fix the bugs or security breach as reported by the Users;
- (f) shall, if so requested in advance by the Purchaser, extend support in the form of configuring the CCMS ERP for important dates like that of Admissions, Examinations and Declaration of Results, in cooperation with the Purchaser;
- shall, from time to time generate important reports & submit the same to the Purchaser's Management & Authorities for their reference, study scrutiny and decision making;
- (h) may, if such data needs correction, accordingly inform the Purchaser to take appropriate action; or may correct common / routine mistakes like spelling errors, allotment of medium to students, defining level of Course(s), etc. as may be essential for generation of reports for MIS, Accreditation, etc.;

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Swa.Sawarkar Mahavidyalaya Beed

Page 2 of 14

- (i) may, as an academic initiative, offer free course(s), internship(s) or exam(s) to the students of Purchaser, by communicating the same via SMS / Whatsapp / Email / push notifications / post / notification in ERP etc.;
- may, as a security measure, inspect and analyze the data of Purchaser for exceptions / challenges / corruptions / bugs / frauds / malpractices, and report the same (manually / by auto-generation) via email / post / SMS;
- (k) shall not, modify finance data, exam marks or any other critical data without written consent of the Purchaser;
- (1) shall not, under any circumstances, ask for password(s) from Purchaser;
- (m) shall not, beyond initial support, undertake data entry or processing work.
- (n) Responsibilities of Purchaser: The Purchaser SWA. SAWARKAR MAHAVIDYALAYA, BEED
- (o) Shall form a ERP committee of staff & faculty (4-5 members) who are most interested in ERP & have some technical knowhow and designate one Co-coordinator / System Administrator for coordinating with the Supplier for implementation of the CCMS ERP and the said person shall be referred to as the Single Point Of Contact (SPOC). This committee will sort-out initial challenges of User in ERP utilization along with Supplier;



- (p) Shall develop and maintain the infrastructure as required by or required to be modified by the Supplier from time to time, having basic necessities of a healthy Internet connection with high bandwidth, compatible hardware such as display of 1024x768 pixels, Printer, Scanner, Biometric Machine, compatible Software, Web Browser like Firefox, Google Chrome or Internet Explorer, and such other infrastructure, upon the Supplier approving its compatibility and feasibility with the CCMS ERP; however, the Supplier will only recommend and not supply the same;
- (q) Shall provide training infrastructure at a centralized location, as required by the Supplier; and shall ensure that its key personnel of the Purchaser are available to receive Demonstrations and Training, who may then train the apposite Users of the Purchaser; Also ensure that Concerned Users are participating in webinars-workshops, Difficulty solving sessions (on-line / Physical) organized by Supplier on CCMS ERP or related topics so that

Swa.Sawarkar Mahavidyalaya Beed

Page 3 of 14

Purchaser's Users will be aware of new facilities in CCMS ERP as well as their doubts / difficulties will be solved by Supplier Expert Team.

- (r) shall, upon receiving training & access of ERP, access the same only through its authorized personnel upon being exclusively granted secret authorized login User-Ids and Passwords for such access by the Purchaser, and such personnel shall be deemed to be bound at the responsibility of Purchaser with the Terms of this Agreement;
- (s) shall, ensure that Purchaser's Users (Faculty, Students-parents, applicants desiring admission in Purchaser's Institute & staff) are only using facilities provided by Supplier in its menu & not using any hacking tools to hack the ERP. Shall, on information from Supplier, take necessary action on the Users who are making un-authorized use of ERP using hacking tools of any sort or making use of any technical error in ERP.
- (t) shall undertake the sole responsibility of entering Data in the CCMS ERP, the same being beyond the responsibility of or access by the Supplier, and therefore, the Purchaser shall alone be responsible to ensure accuracy, authenticity, correctness and legality of such Data;
- shall manually get the aforesaid data entered into CCMS ERP on regular basis, as there is no feature of migration of Data in the CCMS ERP, and it is understood that only the Data from current session can be entered in the same;
- (v) shall, in order to secure the Data entered in CCMS ERP, have the liberty to download the same in the form of various reports on a daily basis, and must do so for ensuring backup of the said Data with Purchaser;



- (w) shall, for accuracy &security reasons, ensure that the all the reports printed by Admission committee, cash Counter/Exam staff are always verified and certified by its senior authorities, and that a strict vigil is maintained on old cash collection receipts;
- (x) shall monitor the day to day transactions performed by various Users andin case of any doubt / difficulties, communicate the same to the Supplier team and get the same resolved immediately;
- shall use A4 plain sheets of paper weighing 60-100gsm. for printing of Receipts, as the CCMS ERP does not support use of any pre-printed stationary receipts, in order to prevent any malpractices;

Principal
Principal
Swa.Sawarkar Mahavidyalaya
Beed

Page 4 of 14

- (z) shall ensure that neither of its personnel shall share the access password(s) with unauthorized personnel or the team of Supplier, especially since the team of Supplier shall never require the same from the Purchaser;
- (aa) shall, in order to ensure time-bound support, raise its important support requirements throughthe online Ticketing System adopted by the Supplier;
- (bb) shall, in order to protect its own interests, accord written confirmation from higher authority of the Purchaser, as may be requested for by the Supplier;
- (cc) shall check all alerts sent by the Supplier / PG company / any third party via SMS / What'sapp / Email / push notifications / post, and shall take action deemed apt thereupon;
- (dd) shall, upon execution of this Agreement, be deemed to have consented the Supplier to communicate with its students for introducing various offers;



- (ee) shall, prefer online Fees collection via Payment Gateway to reduce the heavy student rush on its Cash counters;
- (ff) shall not blame Supplier for any wrong data and/or reports consequence by the mistake of or the erroneous method adopted by Purchaser's User;
- (gg) Shall inform well in advance all the important event dates such as admission schedule, admission fees schedule, Exam fees schedule,...where student related important activities are to be performed &if required ask the Supplier to re-train its Users for the event. Shall also adopt the advice / recommendations of Supplier related to ERP for the success of ERP;
- (hh) For yearly event which normally occurs in a year / semester, for the success, trial runs should be conducted by Purchaser in consultation with Supplier so that Users gets revision of the steps.

4. Mutualunderstanding and Responsibilities:

(a) As far as possible, all the important communication related to ERPfrom the Purchaser's Users should be via Supplier's ticketing system or by authorized email and preferably throughthe Purchaser's SPOC, as the same would enable a faster response. Supplier's team will normally

> Principal Swa.Sawarkar Mahavidyalaya Beed

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update all the important work done for the Purchaser on Supplier's ticketing system.

- (b) Nonetheless, the Supplier team shall endeavour to take immediate action even in case of verbal communication from authorized regular Users / Officersof Purchaser, however, the Purchaser shall always issue an email confirming such oral communication.
- (c) Notwithstanding, the responsibility of the effect / consequences of change demanded by Purchaser shall lie solely with Purchaser and the Supplier shall not be responsible for the same.
- (d) The CCMS ERP is normally available for 24 hours x 365 days, and the Purchaser should get 98% uptime on an average; however, for technical reasons beyond the control of Supplier like maintenance, upgrading, server failure, etc., the same may not be available to the Purchaser in part / entirety for some time ranging from few minutes to hours; and the Supplier shall endeavour to remedy such situation at the earliest;
- (e) The Supplier may provide extra work and/or Modules beyond the scope of Purchase Order to the Purchaser, upon specifying extra charges towards the same, and upon such charges being paid by the Purchaser;



- (f) The Purchaser shall have the liberty to re-assess the modules procured within four weeks from the date of first User creation of the Purchaser, subsequent to which, it shall not be possible to reduce or replace the modules procured during the contract period of Five years and similarly, there shall be no change in PO or the contract amount thence;
- (g) The Parties shall protect any and every Information received from the other Party as Confidential Information including but not limited to any information under the ownership, proprietary and/or responsibility of the other Party (unless specified otherwise), more specifically including the Intellectual Property Rights in the form of but not limited to existing CCMS ERP along with any future updates, modifications, customizations and/or new processes incorporated in the same, so also personal data in the form of but not limited to credentials of students / staff / management, finances, etc., along with mutual communications, negotiations, arrangements, transactions and resolutions;

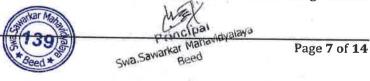


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(h) CCMS ERP is sole Proprietary system fully developed by Supplier from scratch with efforts of several team members working together since year 1999 & is copyrighted under Indian Copyright Act. (Cert. No SW-6500/2013 dated 29.04.2013). The Purchaser will have access to ERP & therefore shall not on its own Develop or get it developed the similar ERP software for the Purchaser organization or any other organization and shall not allow external agencies to have access to software. Purchaser shall protect CCMS ERP Copyrights & shall treat ERP as Confidential Information including but not limited - existing ERP System with any future Updates, Modifications, Customizations and / or new processes of the same, its Source Code, Specifications, Requirements, Logic, Designs, Database, text-video-audio Documentation / Manuals, Brochures, Price, output reports, Data formats, Plans, Strategies, Market Opportunities, Business Affairs, Research data, Experimental Data, Development Designs, Procurements&Finances, Contracts, Technical Know-how, Patents, Trademarks, Copyrights, Inventions, Specifications, Algorithms, Application Program Interface (API), Formulae related to current, future and proposed products and services, Equipment and their specifications, Sketches, Drawings, Models, Logos, Ideas, Knowledge, Experiences, Skill-sets, Services, Plans, Strategies, Methods, Techniques. Communications, Negotiations, Discussions, Investigations, Concepts, Product Prototypes, Internal Affairs, Terms / Conditions / Status or Facts of possible transactions between the Parties, Personal Information of the Employers, Employees, Staff, and / or any person associated, and / or publications that are created, gained, provided, developed, discovered, invented, contributed to and / or improved upon by the Supplier. Purchaser will not copy, duplicate, modify, decode reverse-engineer, disassemble, decompile, recreate, enhance, license, transfer, sell Suppliers ERP.



- (i) The Parties undertake to not access or use without consent, misuse, abuse or illicitly use, copy, duplicate, modify, decode, reverse-engineer, disassemble, decompile, recreate, enhance, license, transfer, distribute, sell, derive from, timeshare or put to prejudice, such Confidential Information of other Party;
- (j) The Parties also undertake not to have, claim or demand any ownership, right, royalty or other benefit over such Confidential Information of other Party; "Confidential information" shall mean and include all the data and information of the students, staff, Unit and all school/college related



- information correspondence of the Purchaser and/or any business related information and data of the Supplier, as the case maybe.)
- (k) The Parties shall dispose off the Confidential Information of other Party, if, as and when requested by such Party in the manner of its satisfaction;
- (I) The Parties may, without prejudice to the aforesaid, use each other's name, logo, sample data and credentials for reference and marketing purposes after prior written approval of other party.
- (m) As a goodwill gesture, the Purchaser shall kindly communicate its experience with CCMS ERP to the prospective customers of Supplier, and if required, shall allow them to visit its Campus on mutually convenient dates, for demonstration and discussions, if, as and whenrequested by the Supplier;
- (n) The Purchaser shall also kindly issue written / video Testimonials with respect to the CCMS ERP,if, as and whenrequested by the Supplier;
- (o) Nothing in this Agreement shall prevent the Supplier from submitting due Reports with respect to CCMS ERP as may be required by the authorities like the Central Government, State Government, UGC, Accreditation authorities, Statutory legal Bodies, Judiciaries or in any demonstrative Presentations and Conferences;



- Nothing in this Agreement shall imply an obligation upon the Supplier to share its data structure under any circumstances; and the Purchaser shall not be granted direct access to the database, except through CCMS ERP;
- (q) The Parties shall together endeavour to protect the data shared between them by deploying best security methodologies, periodic backup schedules and recovery methods; however, in the circumstances beyond their control, like hacking, virus attack, fire outbreak, electric outage, natural calamities, security breach etc., if any data is lost / corrupted / compromised, the Parties shall have limited liability of the Supplier attempting restoration of data from its <u>latest accurate</u> available backup and to resume the CCMS ERP, and failing which the Purchaser reentering lost data;
- (r) The Parties shall deploy CCMS ERP only as per this Agreement, and in consonance with the Terms, Conditions and Policies framed by the Supplier;

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- (s) It shall be deemed that the Purchaser has (and shall always have) read, understood and bound itself by the standard Terms, Conditions and Policies of the Supplier with respect to CCMS ERP as defined in the proposal, Purchase order and SLA document posted
- (t) Either party shall not offer any type of inducement (monetary on non-monetary) to any employee, personnel of the other party, directly or indirectly during the tenure of this agreement or for a period of 36 months after termination of the same.
- (u) The Purchaser is aware that the employees of the Supplier may have to visit the schools/colleges/institutions of the Supplier frequently, for ERP training, implementation and support as also other related activities. The Purchaser assures that its employees/staff shall deal with the employees of the Supplier in a gentle and kind manner and shall extend necessary support and co-ordination to the employees of the Supplier to ensure that the work is completed smoothly.
- (v) The Supplier is continuously improving the ERP for better utilities, facilities to Users and enhancement of their experience; and in the instances where the law of the land mandates certain changes, to incorporate the same. Similarly, the Security features of the System too are updated from time to time.
- (w) The Purchaser shall, if any bug or Security concerns are noticed, inform the same immediately via email / phone to the Supplier for further verification, clarification, investigation and rectification (if so required). The Supplier shall either clarify the point raised by Purchaser or shall notify the action taken, as the case may be, however, the same shall not apply to the rare cases where the discrepancies are beyond the control of the Supplier.
- (x) It shall also be understood that in case of (existing or arising) non-critical bugs / security concerns in the System as may also be a consequence of the development in Technology and/or the System, the discretion and confidence of the Supplier with respect to the safety of the ERP shall be final, and the Supplier shall be at liberty to address the same as and when required.
- (y) A common standard mobile app is provided with ERP which provides only limited important menus to the entire CCMS mobile app Users based on their User Type. Same shall be provided to the Purchaser.

5. Third-Party Responsibilities:

- (a) Upon due diligence, the Supplier has incorporated Third-Party Payment Gateways in CCMS ERP, and the Purchaser may choose one out of the same.
- (b) The Supplier has similarly integrated a Third-Party SMS and Email Gateways, common to all the Clients of the Supplier, appropriately governed by norms of the Government of India / Telecom Regulatory Authority of India.
- (c) The Supplier may offer new Gateway option(s) to the Purchaser as per the relevant market; however, to ensure stability of CCMS ERP, the Supplier shall not be able to integrate a new Gateway as per choice of the Purchaser.
- (d) The Purchaser shall enter into a direct, independent agreement with such Third-Party providers; and the Supplier shall bear no responsibility in use of the same or in any consequences running the refrom, may it be delay, deficiency or non-fulfillment of Terms agreed between the Purchaser and such Third-Party.
- (e) The Purchaser shall, thus bear the sole responsibility of getting acquainted with and monitoring the usage of such Gateways; of negotiations, interactions, certifications and transactions with the same; and of getting its queries / concerns(if any) resolved with such Third-Party.



6. Schedule of Work and corresponding Schedule of Payments:

- The Parties shall strictly abide by and follow the Schedule of Work and corresponding Schedule of Payments as defined in the Purchase Order (subject to 10% per year price escalation).
- (b) There shall be no reduction of availed Modules (regardless of non-usage) and/orof the value of Billing as agreed in the Purchase Order.

7. Delay Management:

(a) Any delay caused in fulfillment of responsibilities of the Supplier due to an act, omission or hindrance on the part of Purchaser shall not account as



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delay by Supplier; and the Purchaser shall provide apt time to complete such work.

- (b) Upon failure of the Purchaser to release payments,in any case within 30 days of issuance of Invoice by the Supplier, the CCMS ERPshall cease functioning until such payment is released, and shall thereafter be restored upon payment of restoration charges by the Purchaser (1% Per week of the Overdue Amount Maximum upto 5%).
- (c) Neither Party shall be responsible for delay caused due to an act, omission or hindrance on the part of Third Party.
- (d) In case of unreasonable delay caused by the Supplier (applying only to the cases where the same is under the control or at the behest of the Supplier) which puts the Purchaser to loss and/or the work is stopped on account of such unreasonable / unjustified delay,the Supplier shall bear a penalty charge of 1% of the average monthly bill per week of delay, however, up to maximum of 5% and only once in an academic year of 12 months.
- (e) The Purchaser's Users shall have subscribed modules as per the PO, available for use, and accurate / effective usage of the same is sole responsibility of the Purchaser's Users under supervision of the Purchaser Authority. It shall be understood that the Supplier shall not be responsible for such usage and/or its consequences; and thus, the Purchaser shall not delay, hold, write off, or otherwiseimpediment the Payment(s)due to the Supplier, on account of errors of the Purchaser's Users, or any such reason whatsoever.



(f) Similarly, the Supplier shall not be responsible for any errors / delays / bugs / impediments / losses occurred to the Purchaser owing to use of any third party software / devices / utilities / services such as – Infrastructure, Payment Gateways, SMS/Email portals, Biometric Machine(s), RFID devices, etc.

It shall also be understood that certain third party tools which are initially free of cost, shall likewise be provided to the Purchaser; however, if the same happen to be chargeable in the future or if such charges are escalated, the same shall likewise be payable by the Purchaser.

9. Indemnity:

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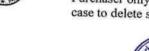
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The Supplier hereby indemnifies and shall keep the Purchaser indemnified from and against all losses, damages, costs, claims, fines, proceedings, liabilities, actions, demands, and expenses arising out of or in connection with the Supplier's (which includes its officers, employees and agents, if any):

- (a) negligence, omission, misconduct, misrepresentation, dishonesty or fraud;
- (b) default of any of its obligations under this agreement, including but not limited to failure to comply with local laws or applicable laws or breach of any condition, warranty or term of this agreement.
- (c) Breach of representations and warranties made by Supplier in these presents.

10. Suspension and Termination:

- (d) The Purchaser, having procured the ERP after complete demonstration, discussions and stringent due diligence as also on account of vouching by similar other Institutions, decided the Term of this Contract to be of five years; owing to which the Supplier has been constrained to make necessary investmentsw.r.t. the Cloud infrastructure, Development and support manpower for five years. That and therefore, this Agreementshall be terminable by either Party only after the completion of such period of Term, after issuing a written Notice of 90 days to such effect; while immediate termination may be given effect to only in the cases of insolvency, winding up or liquidation of either Party;
- (e) Upon termination, the Purchaser shall immediately cease to use CCMS ERP, service environment, and information of the Supplier; release payments due to the Supplier; return material of the Supplier or purchase the same (if the Supplier so agrees) at the then market valuation or valuation as per books of the Supplier (whichever higher); and dispose off the Confidential Information of the Supplier;
- (f) It is explained that notwithstanding the suspension and/or termination, the Purchaser shall pay entire payment of the contract period to the Supplier, and the Supplier shall handover the data of the Purchaser (as may be in possession of the Supplier at the relevant time) in report formats to the Purchaser only after receipt of suchentire payment; with the liberty in any case to delete such data after 90 days.



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- (g) The Purchaser shall not, under any circumstances, give a negative feedback about the Supplier to any third party unless and until the Supplier proven guilty by the process of law.
- (h) The Parties shall be at liberty to revive, renew and/or re-execute this Agreement upon mutually decided Revised Terms.

11. Legalities:

- (a) The Parties undertake to honour the Terms of this Agreement and the law in force at the relevant time in the Republic of India;
- (b) The Parties, to preventaggravating adversities, undertake to promptly inform the other party of any breach of this Agreement, without suppression.
- (c) Either Party may raise issues, report errors, request holding of discussion/suggestions with the other Party, through the SPOC, and the SPOC shall effect resolution of the same. The Parties shall be at liberty to have joint meetings (monthly / quarterly) to assess the performance of the software and/or to address such issues (if any), and for scrutinizing monthly work progress of the System. Such on-line meetings are to be mostly organized by the Purchaser.
- (d) Any dispute arising out of this Agreement shall be intimated by the disputing Party to the other Party for attempting amicable resolution, and if such dispute is not so resolved in subsequent30 days, the disputing Party may initiate Arbitration proceedings in that regard, upon serving the other Party with a Notice of 15 days; thencethe Parties shall mutually appoint sole Arbitrator to govern Arbitral Tribunal at NAGPUR, India, as per the Indian Arbitration and Conciliation Act, 1996; and the Governing Law for all the purposes of this Agreement shall be the laws of Republic of India:
- This Agreement, consequential communications and proceedings shall be governed, read and understood in English language;
- (f) This Agreement (original) shall be with the Supplier, while its attested photocopy with the Purchaser, both bearing equivalent value in the eyes of law.



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In witness whereof, the Supplier and the Purchaser set their respective hands on this Agreement on this $_12$ _ day of $_09$ _____, 2022

Mustak Ahmed - Vice President MasterSoft ERP Solutions Pvt. Ltd
Nagpur
Signature & Seal of Authorised Signatory

Principal
SWA. SAWARKAR
MAHAVIDYALAYA, BEED
Signature & Seal of Authorised Signatory

Committee of the commit

Agreement



केश्याचे ज्ञान धावे) (आधि केशोधी प्राप्ति है।) B.S.P.S. Ambajogai

Swa. Sawarkar Mahayidyalaya, Beed.

Arts, Science and Commerce
Affiliated to Dr. Babasaheb Ambedkar Marathwado Unversity, Aurangabad. (139)



AGREEMENT

This Agreement is signed on 13th of July, 2019 between M/s MasterSoft ERP Solutions Pvt. Ltd. Nagpur, 1456-A, New Nandanvan, Nagpur-440024, India (hereinafter called the Supplier or MasterSoft) and The Swa. Sawarkar Mahavidyalaya,Beed (hereinafter called Purchaser). The term Purchaser also includes all the Users of Purchaser who will use ERP such as — Staff, Officers, Faculty, students — parents, Trust management members & staff

This agreement is undertaken for implementation of procured modules of Cloud based ERP CCMS — Centralized Campus Management System (hereinafter called as CCMS ERP) which is developed, hosted & owned by MASTERSOFT. This Agreement may be amended on mutual understanding only in writing signed by a duly authorized representative of both parties. The Offer by Supplier & PO by Purchaser are part of this Agreement.

In the witness thereof, the parties hereby agree as follows.

- This agreement shall be for the period of five years, which can be renewed thereafter by written consent of both the parties on mutually agreed revised terms.
- After due diligence, Purchaser has agreed for standard ERP of Supplier. Since it's a Cloud ERP wherein one single ERP is/will be used by multiple Purchasers of different nature, Client specific changes in ERP are not feasible. Supplier will summarize most essential requirements from various Purchasers & globally acceptable changes / requirements will be incorporated in ERP periodically & will be automatically available to all the Purchasers. However these changes in ERP will be minimum & will be released normally four times in a year quarterly.
- MasterSoft may make suitable changes in product offerings & /or product platform due to changes in technology / Market Demands and the same will be available automatically to Purchaser. For optimization of ERP, rarely MasterSoft may discontinue some of the old / less used / redundant / out-of-date sub-modules / facilities. Same will be applicable to Purchaser without any change in billing value. In case of any extra paid facility is offered by Supplier, Purchaser, if required, may procure the same with necessary payment.
- Both the parties shall follow the law of the country & carry out the obligations /responsibilities as set out here under.
- Official language Official language for oral and written communication is English.
- Confidentiality Both Parties acknowledge and agree to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder.
- Non-solicitation Neither Party will, without the written consent of the other Party, employ
 directly or indirectly any person engaged or previously engaged by the other in any capacity in
 relation to the project, during the subsistence of this agreement and until a period of 30 months
 has expired after the termination or expiry of this agreement.

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Swa. Sawarkar Mahayidyalaya, Beed.

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- For any delays from Purchaser side, Purchaser will provide sufficient extra time to Supplier to
 complete its work. For all mistakes made by Purchaser's Users and noticed at later stage,
 correction at User end may not be possible. So, in such cases, Purchaser will communicate the
 same to the Supplier in writing via email for possible corrections.
- MasterSoft shall not be held liable for any delay or failure in its obligations, if such delay or failure has resulted from a delay or failure by Purchaser or third party to perform any of Purchaser obligations.
- Termination for Material Breach Either Party may terminate this Agreement immediately by a Written notice to the other Party (i) in the event of a material breach by the other Party, by a written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other Party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.
- The ERP CCMS is developed by Supplier & it's Intellectual Property Rights IPR are already
 owned by the company under India Copyright Act, 1957. The customizations / new process also
 will be IPR of Supplier, no Royalty is applicable to Purchaser. Supplier will use these customizations
 in its other products for other clients.
- Scope of Service under this agreement is detailed in PO.
- Additional Onsite Support beyond the scope of Supplier Offer & Purchaser PO will be charged separately including Travel & Lodging.
- Taxes shall always be extra & as per actual.
- Third party expenses (if any) shall always be extra.
- Payment Terms Set up cost is to be given 100% advance along with PO by Purchaser and Student billing charges - yearly in advance – at the start of Academic session.
- In case of delay in payments after 30 days from the due date, Access of ERP to all Users of the Purchaser would automatically discontinue without any notices. Same will be resumed after all the dues are cleared by Purchaser along with Cloud restoration Charges. To avoid various inconveniences due to Cloud disconnection, Purchaser needs to ensure On-time Payments. Non-availability of the Cloud Services to Purchaser Users due to Non-payment is an unavoidable process (Just like Electricity / water / telephone billing) and Purchaser needs to ensure 100% payment on-time to avoid such situation.
- There will be a minimum price escalation clause of 10% on last year's value, However Cloud Storage & Usage charges escalation depends on policies of Cloud agencies. Hence the total escalation percentage will be decided as per their revised rates.
- CCMS ERP charges once decided will not be reduced for the contract period for any reason.
 For any extra work which is beyond the scope of PO or for extra module, Supplier will quote / submit the bill. No reduction in billing is possible due to non utilization of ERP module by Purchaser team.

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 Aparinia e Azawie imphase Bagnikot e Indore e Muserse Burst e Bagnikot e Indore





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- Purchaser agrees that MasterSoft shall have the right to llst Purchaser's name & logo in its marketing material and for reference purposes. As a goodwill gesture, Purchaser, on request of supplier, will kindly talk to future probable Customers of Supplier and if required will allow them to visit campus for ERP demo & discussions on mutually convenient dates. Supplier can use sample data of Purchaser in its marketing presentations / communications / demos. No extra permission will be taken by Supplier in future. Similarly Purchaser can use Supplier's logo name and all reports of ERP in various reports / proposal submitted to UGC, NBA, NAAC, State Government, Central Government & other statutory committees, Educational conferences.....
- MasterSoft will offer e-learning platform to the students of Purchaser's Campus. The e-learning platform will be free of cost to the Institute. MasterSoft in future may offer further new modules / concepts to the students as an initiative for betterment of students Education. MasterSoft will communicate with students on email / mobile informing new features, modules, initiatives......Purchaser hereby permits MasterSoft for such direct communication with students.
- Supplier will never modify data of Purchaser without written consent from Purchaser.
- Copying / duplicating / decoding of the MasterSoft Application System is prohibited in all circumstances. Neither Purchaser nor any User is authorized to sell, license, sublicense, distribute, assign, transfer or distribute or timeshare the MasterSoft Application System or otherwise grant any right under this Use Terms to any third party (other than Authorized Users). Purchaser is not entitled to, and shall not make or permit others to reverse engineer, disassemble, de-compile, recreate, enhance or modify the MasterSoft Application System or any part thereof or to create enhancements to or derivative works of the MasterSoft Application System or any portions thereof.
- Cloud ERP Database structure is IPR of Supplier. This structure will be never available to Purchaser under any circumstances. Purchaser cannot write any programs using this data structure. No direct access can be provided to Purchaser. All the access will be thru ERP only.
- Supplier has Integrated 2-3 standard Payment gateways after due diligence. Purchaser can choose one in consultation with Supplier. Supplier may give new Payment Gateway option to Purchaser based on changing market scenario. New payment gateway of Purchaser's choice can not be integrated by Supplier to ensure stability of its Cloud ERP. Purchaser has to choose an option from available with Supplier. Integrated Payment Gateway will allow all transactions type such as Credit card, debit card, net banking......

Following Paragraphs define the Scope of Services & Responsibilities of Company, Responsibilities of Purchaser, General Terms & Conditions & Cloud understanding. Cloud understanding may change from time to time & detailed write-up of Cloud Understanding is defined by the Supplier on their website & is updated time to time and will be applicable to Purchaser from date of change. Purchaser shall study the same from time to time and act accordingly.

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Scope & Responsibilities of the Supplier

- MasterSoft will enable procured modules of CCMS ERP system on Internet Servers (Cloud / VPS) at MasterSoft designated location(s). MasterSoft reserves the right to modify the Services Environment with minimum Impact on the Services.
- The ERP Services may commence on the mutually agreeable dates Maximum 45 days from the date of PO.
- Permitted Use of Services: Purchaser use of MasterSoft Applications System will always be subject
 to the Licensing Conditions of the Supplier.
- The Supplier will configure & provide access to procured modules, demonstrate and train all Users & extend on-line service support to actual Users.
- The Supplier will give adequate training to the Users.
- Purchaser Data and processes privacy will be maintained by the Supplier. Only sample data may
 be used for demonstration to probable clients. No Data will be shared by Supplier with any third
 party for profit making.
- MasterSoft Cloud will periodically analyze the data through its diagnostic softwares and exceptions, if found, will be informed to Purchaser authorities for their study & further probable action.
- MasterSoft will assist Purchaser Users In effective utilization of Cloud ERP modules.
- MasterSoft team will never ask for User password from any User. Purchaser's User should never share password with MasterSoft team. MasterSoft team will never do any data entry / correction, processing work on behalf of Purchaser. MasterSoft can support Purchaser Users in doing their work at initial stages.

RESPONSIBILITIES OF PURCHASER

- IT Infrastructure: Purchaser will provide necessary hardware with healthy high speed Internet to Purchaser's Users. Healthy – Continuous – good Bandwidth In-campus Internet Connection from multiple agencies is most essential need of Cloud based ERP.
- Purchaser will be the sole owner of the data uploaded and will be solely responsible for authenticity, accuracy, correctness & legality of the data.
- Purchaser will limit the access of CCMS ERP to the Authorized Personnel. Each Authorized User
 will follow the security policies and rules as have been notified by MasterSoft. Purchaser will
 ensure that Services are for Purchaser use only and agrees that the Purchaser will not, in any way,
 commercially exploit the Services otherwise.
- Purchaser will provide one Co-coordinator / System Administrator for coordinating various activities with the Supplier for ERP implementation.

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Arts, Science and Commerce
Affiliated to Dr. Babasaheb Ambedker Margthwada Unversity, Auxangabad. (139)



- The Purchaser will be responsible for the Data Entry Work. The data from current session only can be entered. Data migration from existing system of Purchaser to MasterSoft ERP is not possible.
- In the interest of Purchaser data security & ERP security, there will be no un-authorized access to
 any unknown person / party. Pass-word shall never be shared by Purchaser Users with other Users,
 assistants, or with anyone including Supplier's staff.
- Purchaser will be solely responsible for all the transactions done thru authorised login. If Purchaser's User share password to others or User itself enters wrong / fraud transactions, Purchaser will be solely responsible.
- Purchaser will be responsible for all activity occurring under its control and will abide by all
 applicable laws. The Purchaser will notify MasterSoft immediately of any unauthorized use of the
 Services or Services Environment. Purchaser undertakes that all Purchaser Data will not infringe
 the intellectual property rights of any third party. Supplier will also abide by all applicable laws of
 the land.
- Purchaser will inform all the important events & schedules, such as admission dates, exam dates, result dates well in advance via written communication so that Supplier's team can prepare & configure CCMS ERP accordingly.
- Third party Interactions, certification and auditing, will be managed by Purchaser directly. Support needed by MasterSoft will be provided on case-to-case basis.
- Payment gateway related Issues are to be dealt with Payment Gateway Company directly.
 Payment gateway requires through understanding & Purchaser authorities would acquire the same gradually with the help of Payment Gateway Company staff.
- MasterSoft integrates most reputed & popular, User friendly Payment gateway. Best payment gateway will be recommended to Purchaser by MasterSoft team. Purchaser defined Payment Gateway integrations is not possible.
- Since this will be a totally Cloud based ERP involving multiple agencies such as Payment gateway
 company, Banks, Cloud company, there can be initial challenges to all the Users & Students. With
 its previous experience, Supplier will attend the same & give appropriate solution to each issue.
 After few days, Users & student will get acquainted with Cloud ERP CCMS & understand the
 advantages of Cloud ERP.
- For Online fees collection necessary formalities / agreement shall be signed by Institute with Payment Gateway company.
- Free Hotel / Guest House Accommodation may kindly be provided to MasterSoft team by Purchaser for the onsite visit.
- The fees paid by students are collected by Payment Gateway Company and is directly transferred
 to the Purchaser's Bank accounts normally in two working days. MasterSoft only gets details of
 Transactions. Therefore, Queries related to Fees transaction will directly be transferred to the
 payment gateway provider and MasterSoft will have no role & responsibility in solving the
 transaction related queries.

Service Agreement Cloud, Near Netradham Jalna Road, Beed. 431122 Purchaser, & MasterSoft Naepur Page 5 of 10
Most Trusted ERP Partner for Educational Campuses

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- Institute will ensure that the key personnel are available during Demonstrations & Training.
- Infrastructure for Training sessions will be organized by Institute and at a Centralized Location.
- All Standard Functionalities & Reports of procured modules will be available to institute in this cost. Any New Functionalities & Reports required, if technically feasible, may be developed, and will be charged extra depending on the Scope. However this will be decided by Supplier.
- Purchaser can always download various reports / data (mostly in Excel format) on day to day basis as a safety measure. Purchaser must take data backup once a day for its safety.
- Payment gateway activities are to be monitored by Purchaser staff on daily basis in consultation with Payment Gateway staff.
- While procuring any hardware/software / on-line services such as Card printer, Blometric printer, new printers, Biometric machine, Card swap machines, Scanner......; Purchaser must contact MasterSoft team for ensuring its feasibility of integration of the device with CCMS ERP.
- MasterSoft CCMS ERP does not support any pre-printed stationery formats. Most of the reports are available on A4 size plain copier paper of 60-100 GSM. To avoid misuse of pre-printed stationary, MasterSoft do not support Pre-printed Format for fees collection. Old Pre-printed stationary also can not be used.
- Purchaser will check emails / alerts / SMS / What's-app / letter communicationsent by CCMS cloud team. This will have very useful information / alerts about your college ERP data. Purchaser will take due action / cognizance of such communication.
- MasterSoft is just an ERP Solution Provider. Actual usages is sole responsibility of Purchaser. While using CCMS ERP & e-learning platform, Purchaser & Purchaser Users will ensure that contents uploaded do not violate any IPR / Copyright norms or Government laws. Purchaser & Purchaser Users are solely responsible for each & every uploaded contents - uploaded by them. MasterSoft will not have any legal obligations in this regard. MasterSoft will never validate the uploaded contents.

GENERAL TERMS AND CONDITIONS

- Application will support current versions as on date of popular browsers like Firefox, IE and Chrome with standard screen resolution of 1024 x 768 pixels.
- MasterSoft follows the train-the-trainer approach especially for faculty members & students who are large in number. A few Users of the solution (selected by Purchaser) will be provided training. Duration of this will be maximum up to 7 days at one common location. These Users are expected to train others on the solutions, including any ongoing / repeat training needs.
- Actual effective usages of the CCMS ERP modules will be the responsibility of the Purchaser. The Supplier can ensure necessary support to the Users of Purchaser.
- Billing Cycle: Yearly Advance payment
- Contract period : Five Years

Service Agreement Cloud, Near Netradham Jalna Road, Beed. 431122 Purchaser, & MasterSoft Nagpur Page 6 of 10

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- Termination Clause: The agreement can only be terminated with a 3 months written prior notice or payment in ileu thereof by the client. Nonpayment of dues to the extent of one month will attract discontinuation of cloud services by the Supplier and will be reinstated only upon regularization of payments so pending along with restoration charges.
- Effect of termination: In the event of termination or expiry of this Agreement, (A) Purchaser will (I) forthwith cease to access and / or use any of MASTERSOFT's Application Systems and Services Environment; (II) return MASTERSOFT any of MASTERSOFT's confidential and proprietary Information and material in its possession; and (ill) purchase Equipment at the then market value or the written down book value in MASTERSOFT's books whichever is higher; and (B) MASTERSOFT will (I) return to Purchaser all confidential and proprietary information of Purchaser;
- In case of termination, on release of all balance dues, on request from Purchaser, MasterSoft will share Purchaser data in Excel format.
- In case of discontinuation of Cloud ERP by Purchaser, MasterSoft will maintain the Purchaser data with itself, maximum for three months. Subsequently, MasterSoft will erase the data permanently.
- Dispute Resolution As far as possible, for any dispute, Purchaser & Supplier's Management will settle such disputes at their own level. In case if this falls, Contract can be discontinued by either party by giving three months advance notice or money equivalent to three month billing of the Purchaser
- Force Majeure: If either Party is unable to perform any of its obligations under this Agreement because of circumstances beyond the reasonable control of the Party, such as an act of God, fire, casualty, flood, war, terrorist act, failure of public utilities, Strike by employee, injunction or any act, exercise, labor or civic unrest, assertion or requirement of any governmental authority, epidemic, or destruction of IT facilities (a "Force Majeure Event"), the Party who has been so affected shall immediately give notice to the other Party and shall do everything reasonably practicable to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended for the period of such Force Majeure Event. If the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may give written notice to terminate this Agreement. Termination clause will be as per PO.
- Legal Jurisdiction: Nagpur city Courts



Service Agreement Cloud, Near Netradham Jaina Road, Be Near Netradham Jaina Road, Beed. 431122 Purchaser, & MasterSoft Nagpur Page 7 of 10 Most Trusted ERP Parrier for Educational Campuses



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Arts, Science and Commerce Affiliated to Dr. Babasaheb Ambedkar Marathwada Unversity, Aurangabad (139) **CLOUD UNDERSTANDING**



- ERP will be available to Users 24 hrs x 365 days. Normally User will get 98% uptime. So System will be available for nearly 8,600 hours in a year. In Manual / Client-Server based ERP, Purchaser has access to ERP maximum for 1250 hours. (250 working days in a year x 5 hours of working per day). So in all, seven times more time will be available on Cloud ERP to Purchaser Users.
- Cloud Philosophy: Cloud works on the philosophy, single ERP application with single database for all the Campuses with always latest single Cloud to all. So due to multiple Purchasers on same cloud, Purchaser specific customizations are not technically possible for any Purchaser. Cloud provides large configurations so that Cloud can be configured to match most of the User requirements with little cosmetic / Procedural compromises. So if CCMS Cloud is providing requirements with some cosmetic / Procedural limitations, User needs to accept it. No immediate customizations can be given to Campus. Certain important & must have requirements - which are technically feasible without affecting the ERP database structure - may be added by MasterSoft in next update of Cloud – in the form of Configuration / Option. Till that time, User needs to use Cloud with certain alternative method proposed by Cloud expert team.
- Cloud Implementation: Cloud ERP is role based and very easy to use. MasterSoft will provide adequate training to Users. However it's a major application & success requires a lot of User Understanding + co-operation & management pursuance at initial stages. Most of the Purchasers are replacing their existing MIS with this new one. So Basic MIS structures of two MIS are different and User will need some time to adjust to new Cloud flow & methodology. Cloud can never be made same as Purchaser's old MIS. Purchaser User will never insist for Changes as per their old MIS. Such strong view by Purchaser User's will lead to either delays in implementations or at times in failures.
- High speed internet in Campus: High speed internet is must in Campus especially when students are accessing the Cloud MIS from Campus. Adequate internet speed needs to be provided by Purchaser based on number of Users who may access Cloud MIS simultaneously from Campus. For un-interrupted internet connectivity, it is preferred that Campus has internet connections from multiple agencies with proper fire-wall so that users do not have access to un-necessary entertainment site where heavy internet may be used un-necessarily. Institute needs to make such arrangement. Purchaser may require extra internet at the time of admissions, examination when student will access Cloud regularly.
- Cloud Software upgrade / Maintenance & downtime: ERP will not be available or may be available at slow speed for short time during ERP patches uploading, backup, Cloud maintenance, Diagnostics analysis & security report generation – normally in the mid night. Cloud Backup / Analysis time will be normally at midnight & system will be slow for 15-20 mins. In cloud

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technology, latest upgrades of procured modules are automatically available to all the Users with necessary documentation - all at no extra cost.

Normally all the major ERP / MIS upgrades will be uploaded in Cloud by MasterSoft after every three months, on Saturday afternoon & Sunday when Purchasers are not working with prior Information on Cloud Server for all the Users - well In advance. However small patches will be uploaded regularly to meet urgent demands / security concerns. So Cloud will be off for Users for few minutes during patch uploading / few hours during major upgrade & testing.

However there can be a rare maintenance schedule (Scheduled / as well as breakdown) by Cloud company for Cloud Hardware, network, System software or Malicious attacks. This will lead to non-availability of Cloud ERP to Users for few hours. All efforts will be taken to avoid any scheduled maintenance during Purchaser working hours.

- Cloud Speed at User Computer: The MasterSoft's Cloud service is of very high speed. However Speed of ERP at User Computer solely depends on configuration of User Computer / mobile, internet speed at that moment in his computer & Health of computer. For better speed of ERP, user needs to optimize his computer be making it virus free, removing cookles, deleting temporary file, deleting un-necessary software resident in RAM.
- Data Security, Hacking, data Leakage Backup & Disaster Recovery: Supplier will 100% ensure that there is no deliberate self / sharing / leakage of Purchaser data to any third party. In case a MasterSoft employee is involved in such practices, strict action will be taken against him.

Best security methodologies are adopted by Supplier & they are continuously improved. Also multiple backup & recovery arrangements are in place. In case of any Disaster due to any reason (such malicious attack by Hackers / Virus / sabotage, Fire / Flood at Cloud premises, Earthquake/ damage due to Riots / strikes etc.); data may be lost / corrupted / leaked/compromised. MasterSoft's limited liability in this case will be immediate restoration of System & latest data from its backup & re-start the cloud services. Purchaser will co-operate with MasterSoft during this rarest of rare occasion, if occurs. If at all there is some data loss due to time gap between available backup & current status, Purchaser needs to re-enter the same. All over world, there is no solution of data loss / leakage / theft due to virus/ cybercrime & accidental disclosures and Supplier will not be liable for any Penalty or Criminal / civil cases for such events where there are no act of deliberate mis-conduct by Supplier.

However, Purchaser will also have a back-up provision by which Purchaser can download its data from Cloud as safety measure. To avoid data leakage / share from Purchaser end, Purchaser needs

Service Agreement Cloud, Near Netradham Jalna Road, Beed. 431122 Purchaser, <u>& MasterSoft Nagpur Page 9 of 10</u> Most Tensted ERP Partner for Educational Campuses

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a. Sawarkar Mahavidvala Arts, Science and Commerce



to ensure that only one person is responsible for such data backup operations & the person does not share the Password with anyone under any circumstances.

SMS & Email Delivery: With due diligence, Supplier has integrated a third party SMS Gateway in ERP which is common to all its Client & the same will be provided to Purchaser. SMS gateway services are governed by GOI TRAI norms / rules and hence Supplier will not be responsible for delays in SMS / Non receipt of SMS in few nos. As per TRAI / SMS company norms, SMS rates may get changed in-between, without any notice. In such case, allotted SMS quantity to Purchaser may get reduced. No other - Client specific SMS Gateway will be integrated by Supplier.

General : By using the CCMS Cloud ERP services in any manner it is deemed that Institute & its Users have accepted and are bound by the standard terms and conditions posted on CCMS Cloud ERP. The company MasterSoft ERP Solutions Pvt, reserves the right to modify/amend/add or deletes any of the terms and conditions mentioned on web site any time without any notice or information to the User. The User is requested to keep himself aware with any of the changes made in the terms and conditions and read & understand it thoroughly,

IN WITNESS whereof the parties here to have caused this Agreement to be accordance with their respective laws the day and year first above written.	executed in
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Said	the presence
Date: 11-07-2018	

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(MasterSoft ERP Solutions Pvt. Ltd. Nagpur: Supplier)

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Service Agreement Cloud, Near Netradham Jaina Road, Beed, 431122 Purchaser, & MasterSoft Nagpur Page 10 of 10 Most Trusted ERP Partner for Educational Campuses

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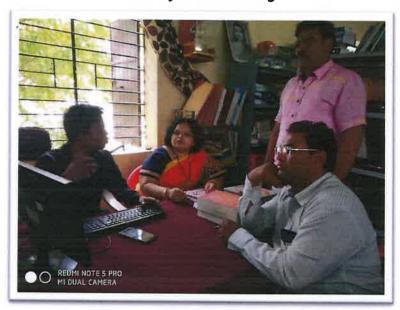
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G. Staff Training Photographs

Library Staff and Student Training 2019-20

Library Staff Training









Student Orientations 2019-20







Swa Sawarkar Mahavidyalaya Beed



Swa. Sawarkar Arts, Science and Commerce College, Library **OPAC** and College Diary App - Orientation 6 July 2019

Librarian – Dr. Anuja A. Kastikar Demo by –Mr. Mayur Bhivapurkar

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Office Training





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H. Training work don report



Head Office: Mastersoft ERP Solutions Pvt.Ltd., Plot No. 8B-1, Sector 21, Non Sez, Mihan, Nagpur-441108 Email: sales@illms.co.in / Phone(Marketing) 8308831024 / 9823833856 / 8180848518

Work Done Report Activity: Demonstration/Training/Support

College Name: SWA. SAWARKAR MAHAVIDYALAYA, BEED

Modules: LIBRARY MODULE & MOPAC

Date: 18/09/2021

Time: 010:30 AM To 6.00 PM

Engineer's Name: MR SHAJKH ARSHAD KALIM

Points Covered in training session:

Library Module

• MOPAC Student /Institute login

Library Module - User Definitions, General Masters, Library Master Define, Acquisition & Catalogue, Serial Control, Circulation, Newspaper & Reports, MIS Reports, Circulation Repots, and Barcode & Borrower card printing.

OPAC - Web OPAC Search, MOPAC Student/Institute login, Visitor Management, News &

Librarian Blogs.

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Principal

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Head Office: Mastersoft ERP Solutions Pvt.Ltd., Plot No. 8B-1, Sector 21, Non Sez, Mihan, Nagpur-441108 Email: sales:@iitms.co.in/Phone(Marketing)8308831024/9823833856/8180848518

Work Done Report Activity: Demonstration/Training/Support

College Name: SWA. SAWARKAR MAHAVIDYALAYA, BEED

Modules: LIBRARY MODULE

Date: 21/09/2022

Time: 011:00 AM To 5.00 PM

Engineer's Name: MR SHAIKH ARSHAD KALIM

Points Covered in training session:

Library Module & MOPAC Student /Institute login

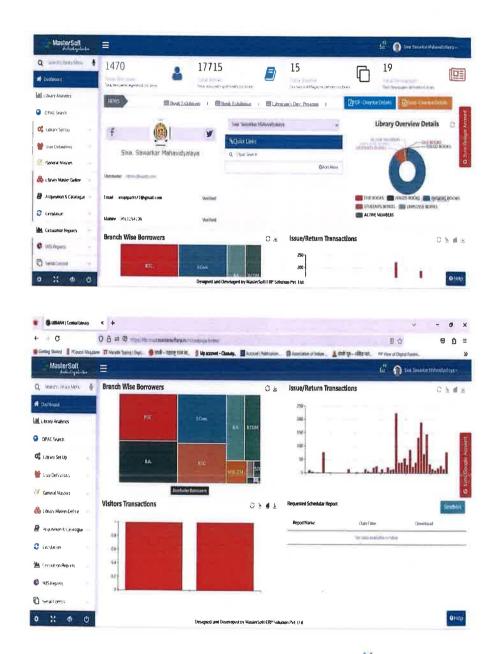
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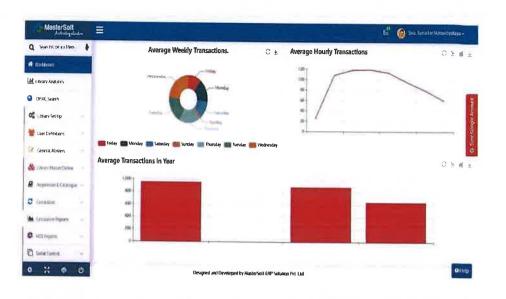
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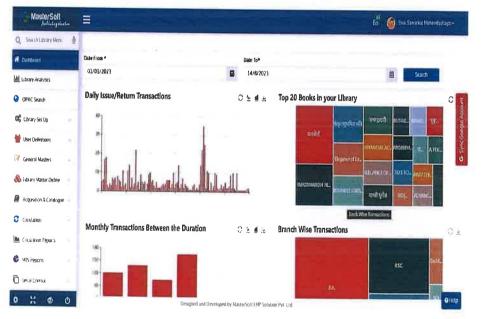
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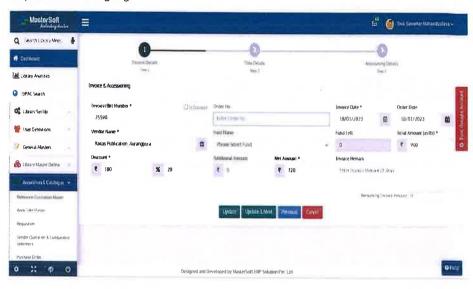


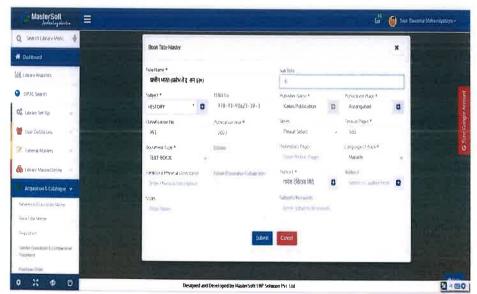


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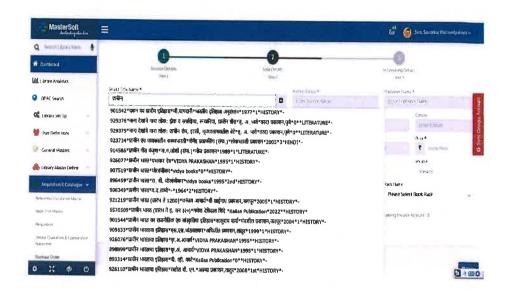
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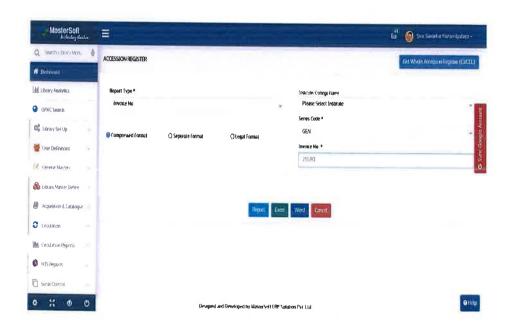
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ALL_DEPARTMENT_WISE_YEARLY_STATISTICAL_REPORT

01/04/2022 - 31/03/2023

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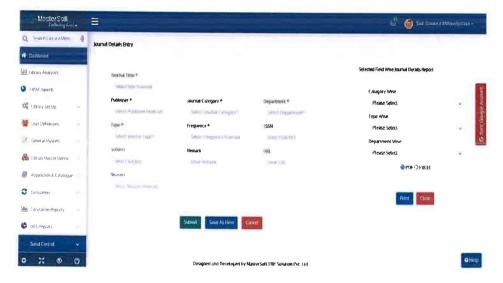
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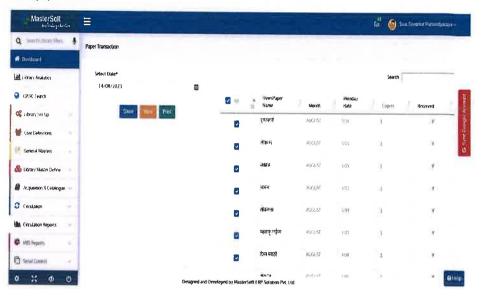
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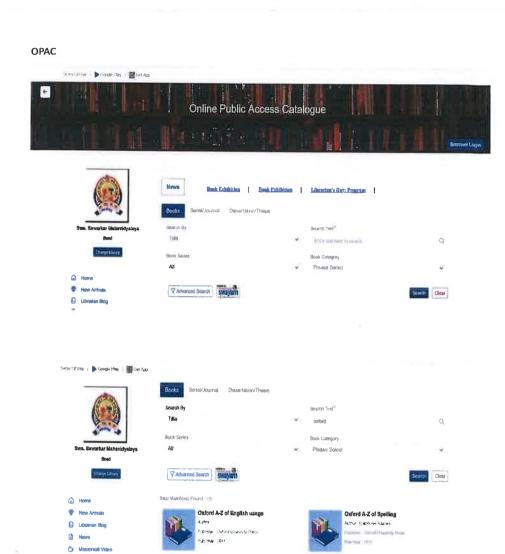
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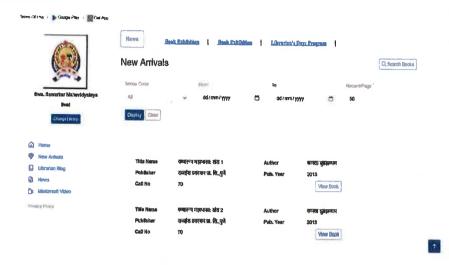
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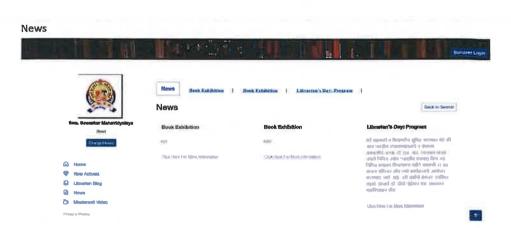
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Session: 2023

FROM TO 01/04/2022 TO 16/08/2023

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29/08/2022	4:00PM	ISSUE	T002	DR. KRISHNA VASUDEORAO BARTAKKE	13903 GEN	MICROBIOLOGY	MICHAEL J PERCZAR	29/08/2023	Rs 0 00		Swa. Sawartar Mahavidyalaya

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ACC. DATE	ACC. NO. SERIES CODE	CLASS NO.	AUTHOR	TITLE ISBN NO.	FOITION	PUB. NAME CITY	PUB. YEAR PAGES	SUBSUBJECT	VENDOR CITY	INVOIVE NUMBER	PRINT PRICE	PUR. PRICE	REMAR	
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