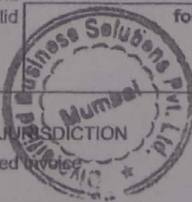



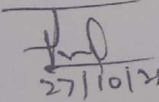
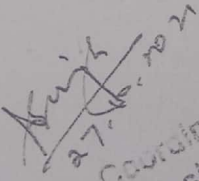

TAX INVOICE
Original for Recipient

DIVERSIFIED BUSINESS SOLUTIONS PVT LTD 118, B WING ANSA INDUSTRIAL ESTATE SAKI VIHAR ROAD ANDHERI (EAST) MUMBAI GSTIN/UIN: 27AADCD1249G1ZV State Name : Maharashtra, Code : 27 CIN: U72900MH2009PTC191390 Contact : 28475780 E-Mail : accounts@examonline.in http://www.examonline.in/	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Invoice No. NS/Oct/21-22/04</td> <td style="width:50%;">Dated 06-Oct-2021</td> </tr> <tr> <td colspan="2">Mode/Terms of Payment</td> </tr> <tr> <td>Supplier's Ref. MMMUT/Admission-Cell/E-Tender/2018/01</td> <td>Other Reference(s)</td> </tr> <tr> <td>Buyer's Order No.</td> <td>Dated</td> </tr> <tr> <td colspan="2">Terms of Delivery</td> </tr> </table>	Invoice No. NS/Oct/21-22/04	Dated 06-Oct-2021	Mode/Terms of Payment		Supplier's Ref. MMMUT/Admission-Cell/E-Tender/2018/01	Other Reference(s)	Buyer's Order No.	Dated	Terms of Delivery	
Invoice No. NS/Oct/21-22/04	Dated 06-Oct-2021										
Mode/Terms of Payment											
Supplier's Ref. MMMUT/Admission-Cell/E-Tender/2018/01	Other Reference(s)										
Buyer's Order No.	Dated										
Terms of Delivery											
Buyer Madan Mohan Malaviya University of Technology Deoria Road, Singharia Kunraghat Gorakhpur Uttar Pradesh - 273016 GSTIN/UIN: 09AAAGM0070R2ZY PAN/IT No : AAAGM0070R State Name : Uttar Pradesh, Code : 09 Place of Supply : Uttar Pradesh											
Particulars	HSN/SAC	Amount									
1.02 Annual Cost of Manpower to be deputed at MMMUT for operational support of the application (6 July 2021 to 5 October 2021)	998315	78,750.00									
1.04 Annual maintenance and hosting of Software in Tier 3 or Equivalent Data, Center (6 July 2021 to 5 October 2021)	998315	74,500.00									
Output Tax - IGST 18%		27,585.00									
Total		Rs. 1,80,835									
Amount Chargeable (in words) E. & O.E Indian Rupees One Lakh Eighty Thousand Eight Hundred and Thirty Five Only											
Company's PAN : AADCD1249G	Company's Bank Details Bank Name: HDFC BANK LTD. - CURRENT ACCOUNT NO.02392020000910 A/c No.: 02392020000910 Branch & IFS Code: Himandani Business Park, Powai & HDFC0000239										
Declaration I/We hereby certify that all the particulars shown in the above Tax Invoice are True and Correct in all respect. It is also certified that my/our Registration under GST Act is valid under date of this Invoice.											
for DIVERSIFIED BUSINESS SOLUTIONS PVT LTD  Authorised Signatory											

SUBJECT TO MUMBAI JURISDICTION
Computer Generated Invoice

TAX INVOICE

Original for Recipient

DIVERSIFIED BUSINESS SOLUTIONS PVT LTD 118, B WING ANSA INDUSTRIAL ESTATE SAKI VIHAR ROAD ANDHERI (EAST) MUMBAI GSTIN/UIN: 27AADCD1249G1ZV State Name : Maharashtra, Code : 27 CIN: U72900MH2009PTC191390 Contact : 28475780 E-Mail : accounts@examonline.in http://www.examonline.in/		Invoice No. NS/Oct/21-22/05	Dated 06-Oct-2021
			Mode/Terms of Payment
		Supplier's Ref. MMMUT/Admission-Cell/E-Tender/2018/01	Other Reference(s)
		Buyer's Order No.	Dated
		Terms of Delivery	
Buyer Madan Mohan Malaviya University of Technology Deoria Road, Singhariya Kunraghat Gorakhpur Uttar Pradesh - 273016 GSTIN/UIN: 09AAAGM0070R2ZY PAN/IT No : AAAGM0070R State Name : Uttar Pradesh, Code : 09 Place of Supply : Uttar Pradesh			
Particulars		HSN/SAC	Amount
1.03 Scanning of OMR sheet and merit list generation for minimum 20,000 OMR sheets in MET conducted for one academic session		998315	4,98,000.00
<i>Bill Verified for the first time of Rs. 5,87,640/- Only.</i> <i>C S</i>   Coordinator Admission Cell		Output Tax - IGST 18%	89,640.00
Total			Rs. 5,87,640
Amount Chargeable (in words) Indian Rupees Five Lakh Eighty Seven Thousand Six Hundred Forty Only Company's PAN : AADCD1249G		Company's Bank Details Bank Name: HDFC BANK LTD. - CURRENT ACCOUNT NO.02392020000910 A/c No.: 02392020000910 Branch & IFS Code: Himandani Business Park, Powai & HDFC0000239	
Declaration I/We hereby certify that all the particulars shown in the above Tax Invoice are True and Correct in all respect. It is also certified that my/our Registration under GST Act is valid under date of this Invoice.		for DIVERSIFIED BUSINESS SOLUTIONS PVT LTD  Authorised Signatory	

SUBJECT TO MUMBAI JURISDICTION

Computer Generated Invoice



मदन मोहन मालवीय प्रौद्योगिकी विश्वविद्यालय

गोरखपुर - 273010 (उ.प्र.) भारत

उ.प्र. सरकार के अधिनियम संख्या 22/2013 द्वारा स्थापित
(पूर्ववर्ती मदन मोहन मालवीय इंजीनियरिंग कालेज, गोरखपुर)

Madan Mohan Malaviya University of Technology

Gorakhpur - 273010 (U.P.) India

Established by Act no. 22 of 2013 of U.P. Govt.

(Formerly Madan Mohan Malaviya Engineering College, Gorakhpur)

Tel : 0551 - 2273958 Fax : 0551-2270011

Website : www.mmmut.ac.in

Date: 05.01.2019

पत्रांक / मा0प्रौ0वि0 / प्र0 प्र0 / 318 / 2019

To,

Rajendra Kala

Director

Diversified Business Solutions Private Limited

B-Wing-118, ANSA Industrial Estate

Saki Vihar Road, Andheri -(E), Mumbai-400072

Subject: Letter of Intent (LOI) for Development, Installation, maintenance and hosting of software for Online application, MET-2019 Result preparation/declaration (includes double data scanning from OMR answer sheets), Registration for Online Counselling with choice filling, seat allotment & its related activities of students for MMMUT Entrance Examination

Dear Sir,

With reference to your bid against our tender (E-Tender Ref. No./Contract No. : MMMUT/Admission-Cell/E-Tender/2018/01 Dated: 14.12.18 published on e-tender portal of U.P. Govt), we are happy to inform you that we have selected your firm M/S Diversified Business Solutions Private Limited, B-Wing-118, ANSA Industrial Estate Saki Vihar Road, Andheri -(E), Mumbai as lowest bidder for award of work mentioned in our e-tender document at your quoted price Rs. 16,89,000/- (without Taxes) (Sixteen Lakhs Eighty Nine Thousands only (without Taxes)).

This letter is to provide you with advance notice for commencement of work. You are required to sign a Master Service Agreement (MSA) before Jan 15th 2019, the date fixed by University for hosting of our entrance application form.

With regards

Controller of Finance

CC: Admission Cell, MMMUT

05.01.19
Controller of Finance



उत्तर प्रदेश UTTAR PRADESH

EM 386328

Master Service Agreement

This agreement is made on **14.01.2019** between

Madan Mohan Malaviya University of Technology, Gorakhpur (hereinafter referred to as "MMMUT") which is a premier technological University engaged in imparting professional education besides research, innovation, technical training, and consultancy for more than fifty years as Madan Mohan Malaviya Engineering College, Gorakhpur and as Madan Mohan Malaviya University of Technology, Gorakhpur since 1st December 2013.

AND

Diversified Business Solutions Pvt.Ltd (herein after referred to as "DBS") is an ISO 27001 certified company and registered under Indian Companies Act 1956 with its registered office at B-118, Ansa Industrial Estate, Saki Vihar Road, Andheri (East), Mumbai 400 0072 (Maharashtra) India.

WHEREAS

DBS was selected as the implementing agency against the tender **E-Tender Ref. No./Contract No.: MMMUT/Admission-Cell/E-Tender/2018/01 Financial BID -Contract No: MMMUT/Admission-Cell/E-Tender/2018/01** through a competitive bidding process being the L1 Bidder.

And

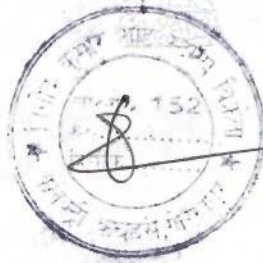
MMMUT is offering admissions to the following UG & PG courses in various disciplines of Engineering, Management & Sciences:

1	B.Tech.-I	5	M.B.A.
2	B.Tech.-II(Lateral Entry)	6	M.Sc.
3	M.Tech.	7	B.B.A.
4	M.C.A.	8	Ph.D.

M. Singh

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Resubmission - 2020



Admission to above courses is made based on merit rank obtained by candidates in the University admission test named Malaviya Entrance Test (MET). In case of B.Tech.-I, the admission on 90% seats are made based on merit ranks obtained by the candidates in MET and on remaining 10% (with additional 10% supernumerary hence total 20%) seats of B.Tech. -I are made on the basis of merit ranks obtained by the candidates in JEE (MAIN) examination.

In the process of admissions to various courses of the University for the session 2019-20, MMMUT intends to develop and implement state of the art web-based solution.

The University is expected to accrue the following benefits from solution implementation:

- ✓ Online application invitation
- ✓ Result (Merit Rank) preparation based on entrance examination
- ✓ Online fee deposition of various types such as entrance application fee, counseling fee, annual university fee etc.
- ✓ Online choice filling for seat allotment, Seat allotment as per merit rank, offer letter generation, seat up-gradation etc. (Online Counselling).

Basic Requirement:

1. Online submission of Entrance Exam Application and other related activities by the candidates who are willing to appear in Entrance Test conducted by the MMM University of Technology or who are willing to take admission through JEE (Main)-2019 merit ranks for admission to UG/PG courses in various disciplines of Engineering and Sciences being offered by the University by making online application fee deposition. The generation and web-portal publication of admit cards, verification cum attendance sheet. System should also integrate with Email, SMS and Payment Gateways.
2. Result preparation and Display (includes work of OMR scanning wherever applicable and generation of entrance exam ranks for various categories as prescribed by MMMUT)
3. Participation in online counseling & online choice filling by the qualified candidates with online counseling registration fee deposition etc. The Candidate should be able to fill in their choice of Branches online. The online counseling will happen over at least 5 rounds. Spot Counseling should also be allowed by the system.
4. Allotment of seats to registered candidates as per the rules prescribed by MMMUT and other related activities such as online deposition of annual university fee applicable to the selected candidates, generation of admission offer letter, up-gradation of seat allotment as per the submitted choices etc.
5. The application should be hosted in a Tier 3 or equivalent Data Center.

Detailed Scope of Work

Phase-I: Online Application process for Admission Test & Result publication

1. Online submission of Entrance Exam Application and other related activities by the candidates who are willing to appear in Entrance Test conducted by the MMM University of Technology for admission to UG/PG courses in various disciplines of Engineering and Sciences being offered by the University by making online application fee deposition. The generation & printing of admit cards/Verification cards and making them available to candidates through web portal for distribution.

Phase-II: Result Processing and Merit List generation

2. Result preparation and Display: Double scanning of OMR answer sheets wherever applicable, generation & web- publishing of consolidated entrance exam ranks for various categories as prescribed by MMMUT.

Phase-III: Online counseling for seat allotment




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3. Registration for participation in online counseling & online choice filling by the qualified candidates (includes the options for both MET-2019/JEE (MAIN) qualified candidates) with online counseling registration fee deposition etc. The candidates seeking admission through JEE (MAIN)-2019 merit rank should have the options for uploading information related to their ranks etc.

4. Allotment of seats to registered qualified candidates of MET-2019/JEE (MAIN)-2019 as per the rules prescribed by MMMUT and other related activities such as online deposition of annual university fee applicable to the selected candidates, generation of admission offer letter, up-gradation/cancellation of seat allotment as per candidates' choice etc. The entire process of phase III will run for multiple cycles (min 5 cycles) along with Spot Counseling.

DBS must extend the continuous support by deputing adequate number of human resources during Phase-I to Phase-III in the premises/control room of the University

Admin Features for above work (Phase-I & Phase-III):

Major features (not limited to following) to be provided in the Admin Panel

- ✓ Creates Applications Forms
- ✓ Configures the Application Form with
 - Sections/wizard
 - Form field
 - Form rules
 - Fees
 - Application website content
- ✓ Publishes the Form for Registrations and application submission
- ✓ Accept/Approve/Reject/correct application form
- ✓ Accept/Approve the payments made online/offline by the applicants
- ✓ Answer grievance queries to candidates
- ✓ Allocates seat/center to the applicants
- ✓ Generates & Publishes the Admit/Admission Card for registered applicants
- ✓ Publishes the result from the data collected from scanned OMR of offline examination
- ✓ Category change (as a candidate may fail to give category proof)

Candidate Features:

- ✓ Register through online website for application submission/online counseling
- ✓ Fills in the necessary details required for Application form/ Counseling participation
- ✓ Makes online/offline payments at different stages (i.e. for Application form, online counseling and seat confirmation etc.)
- ✓ Downloads the Admit/Admission Card
- ✓ Give feedback for application form
- ✓ Raise grievance
- ✓ Having options for password resetting in forget password situation etc.

Product Features

The proposed application shall consist of the following core functional modules

1. Online Registration and Application Form submission and Fee Module for Payment of Entrance application Fee
2. Generation of Admit Card and distribution through web-portal
3. Merit Rank preparation (based on scanned data from OMR sheets of Offline exam) & publication with answer key




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4. Online Choice Filling and Choice Locking Module with registration fee payment
5. Allocation/Up gradation/cancellation of Seat Module for each round
6. Online Seat Allotment Result publication module
7. University Annual Fee payment module for selected candidates
8. Online Document Verification & Admission offer letter generation Module at the Reporting Centre
9. Administrative Module for MMMUT Admins

General Clauses

Standards of Performance

- ✓ DBS shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. Diversified shall adhere to professional, engineering and consulting standards recognized by international professional bodies while observing sound management, technical and engineering practices. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to the MMMUT.
- ✓ DBS shall always support and safeguard the legitimate interests of the MMMUT, in any dealings with the third party.
- ✓ DBS shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in this country.
- ✓ The Hardware, Software and other services provided under this contract shall conform to the standards laid down in the Scope of Work and Technical Specifications and requirements. The Online Application and Counseling Software before installation will be subjected to 'Quality Assurance Test'.
- ✓ The security of the system should be fool proof and shall be treated as "not fool proof", where unauthorized persons are able to access/infiltrate in to the system.

Commercial:

Sr.No	Item Description	Quantity	BASIC RATE (INR)	Total (INR)
1	Development, Installation, maintenance and hosting of software for Online application submission & its related activities, MET-2019 Result preparation/declaration, Registration for Online Counselling with choice filling, seat allotment & its related activities of students for MMMUT Entrance Examination			
1.01	Design, Development, and Implementation for Software as per the scope of work mentioned	1	5,78,000.00	5,78,000.00
1.02	Annual cost of Manpower to be deputed at MMMUT for operational support of the application. Manpower deployed will be for the entire year.	1	3,15,000.00	3,15,000.00
1.03	Scanning of OMR sheet and merit list generation for minimum 20,000 OMR Sheets in MET conducted for one academic session	1	4,98,000.00	4,98,000.00

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1.04	Annual maintenance and hosting of Software in Tier 3 or equivalent Data, Center.	1	2,98,000.00	2,98,000.00
			Total	16,89,000.00
		Rs. Sixteen Lakh Eighty-Nine Thousand Only.		

Terms & Conditions:

- Taxes: Extra as applicable during the time of billing.
- Performance Bank Guarantee: 10 % of the Annual Contract Value i.e. Rs.1,68, 900.00 for 1st Year &Rs. 1,11,100.00 from 2nd year onwards.
- Payment Milestones in relation to the cost of application development & others:

Milestone	Payment
On successful on completion Design, Development, and Implementation for Software as per the scope of work mentioned	100% against acceptance of software
Annual cost of Manpower to be deputed at MMMUT for operational support of the application. Manpower deployed will be for the entire year.	25 % of annual charges On Completion of Every Quarter
OMR scanning and Merit list /generation for minimum 20,000 candidates	100 % Against the successful completion of Work
Annual maintenance and hosting of Software in Tier 3 or equivalent Data, Center. (Start date: After successful on completion Design, Development, and Implementation for Software as per the scope of work mentioned and User Acceptance Test)	25 % of annual charges On Completion of Every Quarter

NOW, THEREFORE, in consideration of the background and above-mentioned details and requirements, mutual covenants and conditions herein contained, the parties agree as follows:

Commencement of Contract

- 1.1. "DBS" shall commence the Services on **6th January, 2019** in accordance with its terms and conditions. Any modifications to this agreement must be agreed upon in advance and in writing by both "MMMUT" and "DBS".

Scope of Work

- 2.1. "DBS" shall provide such services and skilled resources as defined in the Tender Document/ RFP of the Project for the given Technology and services.
- 2.2. "DBS" shall depute such number of experts and for such period as given in RFP Tender Document.
- 2.3. If "MMMUT", finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then "DBS" shall, at "MMMUT" 's written request specifying the grounds thereof, provide a replacement of a person with qualifications and experience acceptable to "MMMUT". "DBS" shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

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 Gorakhpur

- 2.5. It is expected that "DBS" will carry out the services under this Agreement with due diligence and efficiency, in a practical manner designed to promote the objectives of the project, and to confirm and enhance the professional reputation of "MMMUT", its clients and associates. The number of "DBS" Staff may be increased or decreased, within reason and with adequate notice, at discretion of "MMMUT", and with prior approval of Client with approved financial provisions for such changes.
- 2.6. It is expected that "DBS" will provide its input as per the work schedule finalised in consultation with Nominated Person of MMMUT as a Programme Manager of the project. Payments to "DBS" will also be monitored as per this work schedule and the internal deliverables decided as per the work schedule.

Place of Providing Services

- 3.1 Home Offices of "DBS" for this project shall be **Mumbai, Maharashtra, India**. All services under this agreement shall be provided from its offices in Mumbai, India and final output shall be delivered in MMMUT, Gorakhpur, India. During the AMC phase, DBS's personnel will be operating from MMMUT office at Gorakhpur. "MMMUT" will make the space and infrastructure available for the same.

Remuneration

- 4.1. "MMMUT" will make payment to "DBS" as per Commercials terms & conditions mentioned above.
- 4.4 "DBS" shall submit invoices on achievement of each milestone, with originals along with all supporting documents.

Terms of payment

- 5.1 Transfer of funds related to the Project from "MMMUT" shall be made to the DBS's following account:
- | | | |
|-----------------------|---|------------------------------------------------|
| Account Name | : | Diversified Business Solutions Pvt Ltd |
| Account Number | : | 02392020000910 |
| Bank Name and Address | : | HDFC, Hirnandani Business Park, Powai, Mumbai. |
| Bank IFSC Code | : | HDFC0000239 |
- 5.2 All payment under this contract shall be made in INR. Bank charges, if any, levied by DBS's bank shall be borne by DBS.
- 5.3 All payment shall be subject to deduction of tax at source as per applicable law in India and any deduction made by the client shall be supported by TDS certificates. TDS certificate will be issued on a quarterly basis or based on prevailing law.

Reporting

- 6.1. Personnel as referred herein shall report to Program Manager of the Project or any other person nominated by him and always act, in respect of any matter relating to this agreement or to the Services, as faithful advisers to the "MMMUT", and shall at all times support and safeguard "MMMUT" 's legitimate interests in any dealings with DBSs or third Parties.

Time and attention

- 7.1. During the continuance of this Agreement:
- "DBS" shall be fully involved to the project and shall not deviate without the written consent of MMMUT.
 - "DBS" will not conclude any contracts or incur any obligation or liability on behalf of or binding upon

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Gorakhpur

the MMMUT or sign any documents on behalf of the MMMUT.

Confidentiality and Data Protection

- 8.1 "DBS" shall not (except in the ordinary course of duties), during or after the period under this agreement, divulge to any person whatever or otherwise make use of (and shall use his/her best endeavors to prevent the publication or disclosure of) any trade secret or any confidential information concerning this business or finances of the MMMUT or any of its dealings, transactions or affairs or any trade secret or any such confidential information concerning any of the Associated MMMUT or any of their suppliers, agents, distributors or customers.
- 8.2 All notes and memoranda of any trade secrets or confidential information concerning the business of the MMMUT and the Associated MMMUT or any of its or their suppliers, agents, distributors or customers which shall be acquired, received or made by "DBS" during the course of this Agreement shall be the property of the MMMUT and shall be surrendered by "DBS" only to someone duly authorized in that behalf at the termination of his/her contract or at the request of the MMMUT at any time during the course of this contract.
- 8.3 Any follow-up or related activities which may arise out of the current project, "DBS" will work through "MMMUT" or take necessary consent of the "MMMUT" 's management to avoid any conflict of interest or non-compliance of client's regulations.
- 8.4 "DBS" and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or the MMMUT's business or operations without the prior consent of the MMMUT. "DBS" is required to submit an undertaking declaring that none of its manpower involved in this project has relation with or has coached or guided any candidate who is seeking admission in MMMUT through MET and/or through online counselling admission to various courses offered by MMMUT.

Termination of Contract

- 9.1 "MMMUT" retains the right to terminate/suspend this Contract upon 30 days written notice to DBS. under the following circumstances:
- In case of a consequence of Force Majeure.
 - Failure of "MMMUT" to meet its contractual obligations under this Agreement including delays in payments by "MMMUT" beyond terms agreed under this contract, only after "DBS" submit completed milestones mentioned in Tender till date of termination.
 - On the expiry (including earlier expiry as a result of any other terms of this agreement) of validity of this agreement unless renewed or extended further by way amendment to this Agreement.
- 9.2. In case of the MMMUT terminating/suspending their contract with DBS because of Force Majeure or any other reason, this Agreement will also stand terminated. In this event, "DBS" will submit to "MMMUT" a statement of cost incurred for completed milestones. "MMMUT" shall then pay within 15 days of receipt of such costs to DBS.

Changes to the Terms and Conditions of Agreement

- 10.1. This Agreement shall constitute the entire Agreement between the parties, and may not be altered or amended except by the written agreement of both parties. No other duties, obligations and liabilities or warranties than those expressly provided in this Agreement and its attachments shall be applied.

M. Singh

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- 10.2. Neither party reserves the right to make reasonable changes to any of the terms and conditions under this Agreement. Any changes to the agreement will be decided by mutual agreement in writing of such changes in advance at the earliest opportunity and, in any event within one month before such changes are considered for implementation. Such changes will be deemed to be accepted unless "DBS" notifies MMMUT of any objection in writing before the expiry of the said notice period, which is one month from date of notification in writing.

Intellectual Property Right

- 11.1 "DBS" on receipt of full payment agrees to transfer the copy rights of any output produced along with source code of developed software to "MMMUT". Reports produced as a result of the work covered under this Agreement together with all relevant data and supporting materials compiled in performing the Services must not be used for any purpose unrelated to this Agreement. "DBS" agrees not to cause or to permit anything, which may damage or endanger the intellectual property of "MMMUT", or "MMMUT" 's title to it to assist or allow others to do so.

Force Majeure

- 12.1 For purposes of this clause "Force Majeure" means an event beyond the control of the "DBS" and not involving the DBS's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive majors for fire breakdown must be followed otherwise will not be applicable here. The decision of the MMMUT, regarding Force Majeure shall be final and binding on the Bidder.
- 12.2 If a Force Majeure situation arises, "DBS" shall promptly notify to the MMMUT in writing, of such conditions and the cause thereof. Unless otherwise directed by the MMMUT in writing, the "DBS" shall continue to perform its obligations under the agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The MMMUT may, terminate this agreement by giving a written notice of a minimum 15 days to the "DBS", if as a result of Force Majeure; the "DBS" is unable to perform a material portion of the services for a period of more than 30 days.

Conflict of Interest

- 13.1 "DBS" warrants that at the time of entering into this Work Agreement, "DBS" is not aware of any present or future matter that may give rise to any real or perceived conflict of interest with this Work Agreement and/or the Project.
- 13.2 "DBS" shall use its reasonable endeavors to ensure that no conflicts of interest arise in connection with this Work Agreement and/or the Project and shall make available to "MMMUT" any information of which it is aware concerning any matter or assignment undertaken by any person connected with "DBS" that may give rise to a real or perceived conflict of interest with this Agreement and/or the Project.
- 13.3 "DBS" shall be entitled to determine in its absolute discretion whether a conflict of interest real or perceived has or is likely to arise in connection with the DBS's appointment under this Work Agreement.

Other Conditions

- 14.1 "DBS" is required to submit duly filled valid Invoice of services rendered.

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Gorakhpur

- 14.2 "DBS" will be responsible for compliance with all laws and regulations of the Government of India. "MMMUT" does not assume any liability for third party claims arising out of any taxes like income tax, service tax, GST etc. payable by "MMMUT" in India or elsewhere.
- 14.3 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between "MMMUT" and "DBS" or personnel deputed by the DBS. The DBS, subject to this Agreement, has complete charge of its personnel, if any, performing the services and shall be fully responsible for the services performed by "DBS" or on its behalf.
- 14.4 Words importing one gender include the other gender and words importing the singular include the plural and vice versa.
- 14.5 Both parties to this Agreement will make every attempt to resolve in an amicable way all difference concerning the interpretation of this contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both parties and any controversy claim or dispute otherwise arising in connection with this contract or breach thereof, shall be referred to the Hon'ble Vice-Chancellor of MMMUT, who will be the sole arbitrator. "DBS" will confirm acceptance of the terms of this Agreement by signing and returning a copy to "MMMUT" within a period of 07 working days.
- 14.6 During the term of this Contract and for a period of one year thereafter, neither party will hire any employee/consultant of the other.


IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

For Madan Mohan Malaviya University of Technology.

For Diversified Business Solutions Pvt Ltd.


14.01.2019
Controller of Finance
Finance Controller
M.M.M. University of Technology
Gorakhpur


Director
14/01/2019


14.01.19
(Prof. S.P. Singh.)
Witness