

Date:___ / ___/2024

MEMORANDUM OF UNDERSTANDING (MOU)

THIS Memorandum of Understanding, hereinafter referred to as the MoU, is entered into on this ___ day of ___ Month ___ Year, amongst and between the following Parties:

State Common Entrance Test Cell (CET Cell) represented by its Commissioner and having its principal place of business at 8th Floor, Excelsior Theater Building, A.K. Nayak Marg, Azad Maidan, Fort, Mumbai, Maharashtra 400001

and

Directorate of Technical Education (DTE) represented by its Director and having its principal place of business at 3, Mahapalika Marg, Post Box 1967, Mumbai 400 001

Both CET Cell and DTE are individually termed as "Party" and collectively as "Parties" in this MoU.

(जे. पी. डांगे)
अध्यक्ष
प्रवेश नियामक प्राधिकरण,
महाराष्ट्र राज्य

Whereas

- State Common Entrance Test Cell (CET Cell) is an autonomous entity of the Government of Maharashtra and is the competent authority for conducting Common Entrance Test Exams (CET) and Centralized Admission Process (CAP) and other competitive exams in Maharashtra.
- The Directorate of Technical Education (DTE) is an entity of GoM, engaged in formulation of policy, rules and guidelines pertaining to Technical Education in the State of Maharashtra, in accordance with the directives of GoM.
- CET Cell has initiated the process for development of new Learning and Testing Centers (LTC) in various Government Institutions in Maharashtra operating under the aegis of DTE (the "Project") and has appointed a qualified Project Implementing Agency (PIA) for executing the Project.
- The Learning and Testing Centers (LTC) shall be utilized for conducting CET Exams and other competitive examinations as well as for conducting various other educational activities.
- CET Cell and DTE wish to formalize the terms and conditions for operationalization of the Project in the said Centers across the Maharashtra and accordingly the said terms and conditions have been encapsulated in this Memorandum of Understanding (MoU).
- CET Cell and DTE agrees that they shall facilitate the complete implementation and operations of the Project in all Centers mentioned herein below during the continuance of this MoU.

NOW THEREFORE, in consideration of the above Recitals, which are hereby incorporated into this MoU, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, by both Parties who further agrees as follows:

1. Roles and Responsibilities

1.1. State CET Cell

- a) CET Cell is the autonomous body of Government of Maharashtra which gives directions for implementing and operating the Project & shall coordinate all related matters with PIA during the tenure of the said Agreement.
- b) CET Cell shall avail exams/services as per the agreed terms and conditions in the LTC(s) established in the Centers and give directions to PIA and other stakeholders for finalizing the calendar for conduction of exams and various other activities at LTC(s), including, teaching, learning, evaluation process at institute level.
- c) CET Cell shall have all the powers for procuring all approvals, clearances and permits pertaining to the Project during the validity period of this MoU.

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- d) CET Cell shall provide regular guidance/directions to Principal of Government Institutions through DTE to address challenges and promote upkeep of the Project facilities in all the centers of Maharashtra.
 - e) The PIA is bound to follow the decisions and directions given by CET Cell.
 - f) The PIA and Head of the centers are bound to handover the Data related to LTCs to CET CELL time to time as per the demand of CET Cell.

1.2. DTE

- a) DTE shall facilitate CET Cell regarding implementation and operations of the Project in the respective centers and will look into the smooth functioning of Centers as per the terms of this MoU.
- b) DTE shall designate the Principal of the respective Centers (Government Institutes) as Single Point of Contact (SPOC) for the Project.
- c) DTE shall ensure that all communication/correspondence with PIA and other stakeholders are routed through CET Cell.

1.3. Principals of LTCs

- a) Principal of the respective Centers shall provide safe and secure rooms for delivery, installation, and required to maintain the hardware, networking equipment, software and other accessories and setup of various elements of the Project within its Centers.
- b) b) Principal of the respective Centers shall ensure that the SPOC should be available and present during the delivery, installation and any other need pertaining to the Project at the respective centers as per the requirement of CET Cell.
- c) Principal of the respective Centers shall provide requisite access to the personnel of CET Cell and PIA as per requirement during validity period.
- d) Principal of the respective Centers shall facilitate CET Cell regarding the right of CET Cell to inspect and monitor/ assess the process / performance/ maintenance of the systems at any time during the course of the agreement. CET Cell may demand and upon such demands being made, the CET Cell shall be provided with any documents, Data and material or any other information which it may require, to enable it to assess the progress of the project.
- e) The Principal of Center (SPOC) shall be responsible for ensuring that the Project is implemented and operated in accordance with the directives of CET Cell.
- f) The SPOC shall always be responsible for safety and security of all hardware & software and equipment installed under the Project in his/her respective Center.

- g) At the time of CET examinations, the Principal (SPOC) of Learning and Testing Centers (LTC) or the PIA should not provide this facility for any other purpose
- h) The Institute will provide necessary approval and facilitate the setting up of marketing collaterals for communicating value added services being offered at the LTCs.
- i) The Institute will provide necessary permissions to LTC Staff, students and candidates (internal as well as external) for attending the value added services being delivered at the LTCs. PIA to ensure necessary security protocols for ensuring valid entry.
- j) The Institute shall extend common facilities such as washroom and drinking water to users of the LTCs.
- k) The Institute shall provide necessary permissions and facilitation for conducting value added services during and post working hours and during weekends.
- l) Value Added Services includes all services other than CET Exam such as other competitive exams, training programs, classes, student activities etc. as per agreed scope of work in the tender issued by CET Cell for Learning, teaching in valuation
- m) The Principal shall use the facility for learning, teaching and evaluation whenever it is not use by CET.

1.4. Project Implementation Agency

- a) Setting up of Learning & Testing Centers (LTC) for 3600 seating capacity at 26 (Twenty-Six) locations in Maharashtra, including the provision of necessary infrastructure such as computing systems, networking, seating arrangements, and secure storage facilities.
- b) Procurement of advanced computing technology, secure servers, and requisite software solutions to ensure a robust technological foundation
- c) Offer online resources, including a variety of courses/modules, digital books, e-libraries, and virtual classrooms, to serve as a supportive framework for students preparing for examinations.

1.5. Hardware, Networking & other related components at the Centers

- a) The PIA needs to supply the requisite hardware at 26 locations for setting up LEARNING & TESTING CENTERS (LTC) as per details given in Annexure 3 of RFP, the details of the hardware to be installed at each location is provided in BoQ which is provided in RFP Annexure 4 and specifications of the same are given in RFP Annexure 5.
- b) The PIA needs to carry out the following functions:

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1.5.1. Procurement, Supply and Installation

- a) Once the location has been physically handed over, the PIA needs to procure, supply, install and commission the LTC hardware (like Servers, Desktops, accessories, UPS, furniture, etc), set up networking infrastructure, deployment of required software etc. strictly as per BoQ mentioned in RFP. All the equipment provided by the PIA needs to be brand new and have the required warranty (3 years) from the date of supply.
- b) The PIA shall ensure the safe delivery of the equipment up to the designated place of installation. Any transit insurance, labor, road permits etc., if required for the same, shall be arranged by the PIA at no extra cost to STATE CET CELL. Major civil work is not part of scope of this RFP, except the work which is explicitly mentioned RFP and in the BoQ (Annexure 4 of the RFP). Any approvals from local authorities which are required as a prerequisite for site installation work will be provided by CET Cell.

1.5.2. Digital Platform & Dashboard

- a) The PIA shall also set up a Digital Platform capable of hosting & integrating various services. The following section lists down the high-level scope of setting up such a Digital Platform, however the same shall adhere to the specifications given in this RFP.
 - Hosting of e - content
 - Provide Digital Library as part of the online platform.
 - Providing Interface to various VAS PIAs in the future if applicable

1.5.3. Dashboard, Reporting & Analytics

- a) Gather data from various interventions, locations, analyze and present the information in an appropriate manner for decision-making by CET CELL and take actions accordingly.
- b) System should also have a provision to create dynamic reports in form of graphs or charts etc.

1.5.4. Maintenance

- a) The PIA is required to maintain the hardware, networking equipment, software and other accessories for a period of 3 years (extendable by an additional two years at discretion of CET CELL on pro rata cost basis).
- b) The PIA is required to manage an inventory of items at each of the locations.
- c) The primary objective of this initiative is to establish world-class infrastructure. Simultaneously, a key design element integral to its success is the optimization of asset utilization to minimize idle time. Emphasizing a multi-purpose design for the center is

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crucial in achieving this goal, highlighting its versatility for various self-development, training, and capability-building initiatives. The emphasis on a multi-purpose design not only ensures the efficient use of the infrastructure but also addresses the broader strategic goals of the initiative. By making previously unavailable resources accessible at various districts, this approach actively supports and propels digital initiatives at the grassroots level. Moreover, the emphasis on versatility transforms the center into a revenue-generating asset for the department. This generated revenue not only ensures the sustainability and growth of the existing center but also serves as a valuable source for expanding and establishing additional centers, further advancing the overarching objectives of the initiative. Educational and student-teacher centric services (if provided in the future) may include the following (not limited to); career counselling evaluations, competitive examination preparation modules, IT future skills training, language proficiency etc.

Process	Description
Hardware, Networking & Other Physical Infrastructure in LEARNING & TESTING CENTERS as per BoQ	<ul style="list-style-type: none"> • Supply of requisite equipment • Undertake requisite civil work at each location • Maintain hardware & networking devices
Examination Services	<ul style="list-style-type: none"> • Assistance in conducting exams by providing requisite hardware
Internet Provision	<ul style="list-style-type: none"> • Redundant internet provision at LTC with a minimum of 50-100 mbps speed
Digital Library, Platform & Dashboard	<ul style="list-style-type: none"> • Providing Digital Library, Platform & Dashboard for the Project • Linkage and provision for future Value-Added services if applicable

1.5.5. Manpower Deployment

- PIA to bear all expenses related to value added services for which revenue will be generated PIA shall deploy network engineer for maintaining the network related aspects of the centre.
- The Institute in which the LTC's are located shall be responsible for the manpower staffing for security and housekeeping of the respective LTC's and administration.

1.5.6. Examination Service

- The PIA needs to carry out the following activities:
 - Centre Utilization:** The PIA shall support the CET Staff or Agency appointed by it for carrying out the CET examinations.

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- 2. **Centre Usage:** At the time of CET examinations (during the examination hours) the LTC should not provide any other services.

1.5.7. Internet Provision

- a) **Redundant Internet Lines:** The PIA needs to provide internet on redundant basis (Primary & Secondary) on a 24 * 7 basis with both lines carrying the same bandwidth. Each of the internet broadband lines should be a minimum of 50-100 Mbps.

1.5.8. Functioning of LTC

- a) The PIA needs to provide all its support to STATE CET CELL for conducting examinations on a free and fair basis. Before conducting any CET exams, the PIA needs to provide / submit an online checklist mentioning the readiness of the centre and number of PCs that will be available for examination. At the time of conducting examinations PIA cannot conduct any other services at the LTC and no other user should visit the LTC while the examinations are being conducted.

1.5.9. Security Requirements

- a) PIA should carry out the following activities in terms of IT Security Administration.
- b) Address ongoing needs of IT related security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion detection, content filtering and blocking, virus protection, and vulnerability protection through implementation of proper patches and rules.

1.5.10. Other Requirements from PIA

- a) Agency shall assign single point of contact person to CETCELL.
- b) Agency shall resolve the issue highlighted by CET CELL from time to time as required.

1.5.11. Administration Services

- a) Agency to follow all rules and regulations shared by CET CELL from time to time.
- b) Agency should maintain confidentiality at all times.
- c) Finalize the Project Charter in order to determine and agree on the project expectations.
- d) PIA's Project Manager should review the activities periodically.

1.5.12. AMC

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- a) PIA should ensure availability of AMC support for all hardware and software with all should concerned OEMs. This AMC support period should commence from complete implementation of all LTC's till the end of contract.

2. Validity Period of the MoU

- a) This MoU shall be valid for a period of 5 (Five) years from the date of signing of this MoU.
- b) The Parties can mutually extend validity of this MoU by a further period of whatever they deemed fit and proper after expiry of the period mentioned above in Sub-Clause (a).

3. Scope

3.1. Standard Operating Process

- a) CET Cell, DTE & PIA shall draft SOP for the operations covering possible activities which will help for smooth functioning

3.2. Centers

- a) The Parties understand that the Centers shall be focal points for ensuring effective implementation and operationalization of the Project. The list of Centers of DTE where the Project shall be implemented is annexed herewith to this MoU as Annexure-1 (the "Centers").
- b) The Parties shall ensure that all the requirements mentioned in this Clause 5. (Scope) are always adhered to during the term of the Project and validity period of this MoU.
- c) The stakeholders shall establish effective communication channels with each other and all stakeholders to disseminate information and provide regular updates regarding the Project to CET Cell.
- d) The Parties shall properly demarcate adequate areas in the respective Centers for implementation of the Project and details of the same shall be communicated with the PIA before initiation of the Project.
- e) The Parties shall ensure that on request made by CET Cell all the parties shall provide access to and copies of all information held or controlled by them, which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services.

3.3. Provision of Electricity

- a) The SPOC shall be responsible for providing necessary electrical power to the Project facilities installed in their respective premises. An electrical sub-meter shall be procured by the PIA for monitoring the power consumption and associated charges for the LTC.

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- b) The PIA shall be responsible for regular payment of electricity charges as per requirement given in Sub-Clause (a).

3.4. Provision of Internet Bandwidth

- a) The PIA shall be responsible for providing necessary Internet Bandwidth to the PLTC. The Principal/ SPOC shall be required to coordinate with the PIA for all technical aspects and for providing necessary permissions in this regard.
- b) The PIA shall be responsible for regular payment of Internet Bandwidth as per requirement given in Sub-Clause (a).

3.5. Provision of Other Utilities

- a) The PIA shall be responsible for providing necessary utilities to the Project facilities installed in their respective premises (the "Other Utilities").
- b) PIA will bear the cost of Utilities as mentioned below;
 1. Water;
 2. Fuel for DG;
 3. Electricity
 4. Internet

3.6. Appointment of Operator

- a) CET Cell and DTE shall be at liberty to mutually appoint an Operator for undertaking the operations and management of the Project after expiry of the Agreement with the PIA. CET Cell and DTE shall mutually decide and finalize the terms of the said appointment.

3.7. Revenue Sharing

- a) The revenue generated from educational and other activities undertaken by the PIA at each of the LTC(s) during the term will be distributed; CET Cell shall receive 25% and PIA shall receive 75%.
- b) CET Cell may share portion of its component of the revenue with the institutions in 50:50 ratio.
- c) The pricing of value added services provided by LTC will be decided mutually by CET Cell & DTE.

3.8. Use of LTC by Institutes

- a) Principal of the Institute can use Computer Center for teaching and learning activities whenever the LTC is not being used for CET exam by the CET Cell or any other services

scheduled by the PIA as per the pre-defined scope of work. However, schedule of such utilization of LTC(s) by the Principal needs to be communicated and approved by the CET Cell beforehand and subsequently informed to the PIA for smooth coordination.

- b) PIA to provide dead-stock register for the items installed at LTC to the relevant authority as directed by CET Cell.

4. Dispute Resolution

- a) Save where expressly stated otherwise in this document, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Project including non-adherence to the terms of the MoU between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth below.
- b) Either Party may require the Dispute to be referred to a Joint Committee of the Director of DTE and Commissioner of CET Cell for amicable settlement. Upon such reference, both the Parties and the Joint Committee shall meet at the earliest mutual convenience and in any event within 15(fifteen) days of such reference to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably resolved within 15(fifteen) days of such meeting, either Party may refer the Dispute to the Higher & Technical Education Department, Government of Maharashtra for final decision in the matter.

5. Amendments

- a) This MoU may be amended based on mutual agreement in writing between and amongst the Parties. All amendment(s) and/or modification(s) shall be binding on each Party provided the same is/are reproduced in writing and signed by the Parties.

6. Documents

- a) All correspondence conducted between and amongst the Parties and the concerned Centers involving all matters relating to the Project shall be deemed to be a part of this MoU pursuant to the signing of this MoU by the Parties.
- b) All documents, written agreements, reports etc. pertaining to the Project shall be deemed to be a part of this MoU pursuant to the signing of this MoU by the Parties.

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IN WITNESS THEREOF, the Authorized Representatives of the Parties, hereto have entered into this "MoU" the day and year hereinabove stated.

For State Common Entrance Test Cell, Government of Maharashtra

Authorized Signatory

For Directorate of Technical Education, Government of Maharashtra

Authorized Signatory

Witness no.1

Name:

Signature:

Witness no.2


Name:

Signature:

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ANNEXURE-1

S.No	Division	District	Name of the Institution	Seats
1		Yavatmal	Government College of Engineering, Yeotmal	100
2	Amravati	Amravati	Government Polytechnic, Achalpur	100
3		Akola	Government Polytechnic, Murtizapur	100
4		Buldhana	Government Polytechnic, Khamgaon	100
5		Jalna	Government Polytechnic, Jalna	100
6	Chhatrapati Sambhajnagar	Beed	Government Polytechnic, Beed	100
7		Nanded	Government Polytechnic, Nanded	100
8		Parbhani	Government Polytechnic, Jintur	100
9		Hingoli	Government Polytechnic, Hingoli	100
10		Aurangabad	Government Polytechnic, Aurangabad	200
11		Latur	P. L. Government Polytechnic, Latur	200
12		Mumbai	Thane	Government Polytechnic, Thane
13	Mumbai Suburban		Government Polytechnic, Mumbai	200
14	Nagpur	Chandrapur	Government College of Engineering, Chandrapur	200
15		Gadhchiroli	Government Polytechnic, Gadchiroli	100
16		Bhandara	Government Polytechnic, Sakoli	100
17		Gondiya	Government Polytechnic, Gondia	100
18	Nashik	Nandurbar	Government Polytechnic, Nandurbar	100
19		Jalgaon	Government Polytechnic, Jalgaon	100
20		Jalgaon	Government College of Engineering, Jalgaon	100
21	Pune	Solapur	Government Polytechnic, Solapur	200
22		Satara	Government College of Engineering, Karad	200
23		Pune	Government Polytechnic, Awasari (khurd)	200
24		Pune	Government College of Engineering & Research, Awasari (Khurd)	200
			Total	3300


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and

Directorate of Higher Education (DHE) represented by its Director and having its principal place of business at 412, E, Bahirat Patil Chowk, Model colony, Shivajinagar, Pune- 16

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1.5.1. Procurement, Supply and Installation

- a) Once the location has been physically handed over, the PIA needs to procure, supply, install and commission the LTC hardware (like Servers, Desktops, accessories, UPS, furniture, etc), set up networking infrastructure, deployment of required software etc. strictly as per BoQ mentioned in RFP. All the equipment provided by the PIA needs to be brand new and have the required warranty (3 years) from the date of supply.
- b) The PIA shall ensure the safe delivery of the equipment up to the designated place of installation. Any transit insurance, labor, road permits etc., if required for the same, shall be arranged by the PIA at no extra cost to STATE CET CELL. Major civil work is not part of scope of this RFP, except the work which is explicitly mentioned RFP and in the BoQ (Annexure 4 of the RFP). Any approvals from local authorities which are required as a prerequisite for site installation work will be provided by CET Cell.

1.5.2. Digital Platform & Dashboard

- a) The PIA shall also set up a Digital Platform capable of hosting & integrating various services. The following section lists down the high-level scope of setting up such a Digital Platform, however the same shall adhere to the specifications given in this RFP.
 - Hosting of e - content
 - Provide Digital Library as part of the online platform.
 - Providing Interface to various VAS PIAs in the future if applicable

1.5.3. Dashboard, Reporting & Analytics

- a) Gather data from various interventions, locations, analyze and present the information in an appropriate manner for decision-making by CET CELL and take actions accordingly.
- b) System should also have a provision to create dynamic reports in form of graphs or charts etc.

1.5.4. Maintenance

- a) The PIA is required to maintain the hardware, networking equipment, software and other accessories for a period of 3 years (extendable by an additional two years at discretion of CET CELL on pro rata cost basis).
- b) The PIA is required to manage an inventory of items at each of the locations.
- c) The primary objective of this initiative is to establish world-class infrastructure. Simultaneously, a key design element integral to its success is the optimization of asset utilization to minimize idle time. Emphasizing a multi-purpose design for the center is

crucial in achieving this goal, highlighting its versatility for various self-development, training, and capability-building initiatives. The emphasis on a multi-purpose design not only ensures the efficient use of the infrastructure but also addresses the broader strategic goals of the initiative. By making previously unavailable resources accessible at various districts, this approach actively supports and propels digital initiatives at the grassroots level. Moreover, the emphasis on versatility transforms the center into a revenue-generating asset for the department. This generated revenue not only ensures the sustainability and growth of the existing center but also serves as a valuable source for expanding and establishing additional centers, further advancing the overarching objectives of the initiative. Educational and student-teacher centric services (if provided in the future) may include the following (not limited to); career counselling evaluations, competitive examination preparation modules, IT future skills training, language proficiency etc.

Process	Description
Hardware, Networking & Other Physical Infrastructure in LEARNING & TESTING CENTERS as per BoQ	<ul style="list-style-type: none"> Supply of requisite equipment Undertake requisite civil work at each location Maintain hardware & networking devices
Examination Services	<ul style="list-style-type: none"> Assistance in conducting exams by providing requisite hardware
Internet Provision	<ul style="list-style-type: none"> Redundant internet provision at LTC with a minimum of 50-100 mbps speed
Digital Library, Platform & Dashboard	<ul style="list-style-type: none"> Providing Digital Library, Platform & Dashboard for the Project Linkage and provision for future Value-Added services if applicable

1.5.5. Manpower Deployment

- PIA to bear all expenses related to value added services for which revenue will be generated PIA shall deploy network engineer for maintaining the network related aspects of the centre.
- The Institute in which the LTC's are located shall be responsible for the manpower staffing for security and housekeeping of the respective LTC's and administration.

1.5.6. Examination Service

- The PIA needs to carry out the following activities:
 - Centre Utilization:** The PIA shall support the CET Staff or Agency appointed by it for carrying out the CET examinations.

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2. **Centre Usage:** At the time of CET examinations (during the examination hours) the LTC should not provide any other services.

1.5.7. Internet Provision

- a) **Redundant Internet Lines:** The PIA needs to provide internet on redundant basis (Primary & Secondary) on a 24 * 7 basis with both lines carrying the same bandwidth. Each of the internet broadband lines should be a minimum of 50-100 Mbps.

1.5.8. Functioning of LTC

- a) The PIA needs to provide all its support to STATE CET CELL for conducting examinations on a free and fair basis. Before conducting any CET exams, the PIA needs to provide / submit an online checklist mentioning the readiness of the centre and number of PCs that will be available for examination. At the time of conducting examinations PIA cannot conduct any other services at the LTC and no other user should visit the LTC while the examinations are being conducted.

1.5.9. Security Requirements

- a) PIA should carry out the following activities in terms of IT Security Administration.
- b) Address ongoing needs of IT related security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion detection, content filtering and blocking, virus protection, and vulnerability protection through implementation of proper patches and rules.

1.5.10. Other Requirements from PIA

- a) Agency shall assign single point of contact person to CETCELL.
- b) Agency shall resolve the issue highlighted by CET CELL from time to time as required.

1.5.11. Administration Services

- a) Agency to follow all rules and regulations shared by CET CELL from time to time.
- b) Agency should maintain confidentiality at all times.
- c) Finalize the Project Charter in order to determine and agree on the project expectations.
- d) PIA's Project Manager should review the activities periodically.

1.5.12. AMC

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- a) PIA should ensure availability of AMC support for all hardware and software with all should concerned OEMs. This AMC support period should commence from complete implementation of all LTC's till the end of contract.

2. Validity Period of the MoU

- a) This MoU shall be valid for a period of 5 (Five) years from the date of signing of this MoU.
- b) The Parties can mutually extend validity of this MoU by a further period of whatever they deemed fit and proper after expiry of the period mentioned above in Sub-Clause (a).

3. Scope

3.1. Standard Operating Process

- a) CET Cell, DHE & PIA shall draft SOP for the operations covering possible activities which will help for smooth functioning

3.2. Centers

- a) The Parties understand that the Centers shall be focal points for ensuring effective implementation and operationalization of the Project. The list of Centers of DHE where the Project shall be implemented is annexed herewith to this MoU as Annexure-1 (the "Centers").
- b) The Parties shall ensure that all the requirements mentioned in this Clause 5. (Scope) are always adhered to during the term of the Project and validity period of this MoU.
- c) The stakeholders shall establish effective communication channels with each other and all stakeholders to disseminate information and provide regular updates regarding the Project to CET Cell.
- d) The Parties shall properly demarcate adequate areas in the respective Centers for implementation of the Project and details of the same shall be communicated with the PIA before initiation of the Project.
- e) The Parties shall ensure that on request made by CET Cell all the parties shall provide access to and copies of all information held or controlled by them, which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services.

3.3. Provision of Electricity

- a) The SPOC shall be responsible for providing necessary electrical power to the Project facilities installed in their respective premises. An electrical sub-meter shall be procured by the PIA for monitoring the power consumption and associated charges for the LTC.

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- b) The PIA shall be responsible for regular payment of electricity charges as per requirement given in Sub-Clause (a).

3.4. Provision of Internet Bandwidth

- a) The PIA shall be responsible for providing necessary Internet Bandwidth to the PLTC. The Principal/ SPOC shall be required to coordinate with the PIA for all technical aspects and for providing necessary permissions in this regard.
- b) The PIA shall be responsible for regular payment of Internet Bandwidth as per requirement given in Sub-Clause (a).

3.5. Provision of Other Utilities

- a) The PIA shall be responsible for providing necessary utilities to the Project facilities installed in their respective premises (the "Other Utilities").
- b) PIA will bear the cost of Utilities as mentioned below;
1. Water;
 2. Fuel for DG;
 3. Electricity
 4. Internet

3.6. Appointment of Operator

- a) CET Cell and DHE shall be at liberty to mutually appoint an Operator for undertaking the operations and management of the Project after expiry of the Agreement with the PIA. CET Cell and DHE shall mutually decide and finalize the terms of the said appointment.

3.7. Revenue Sharing

- a) The revenue generated from educational and other activities undertaken by the PIA at each of the LTC(s) during the term will be distributed; CET Cell shall receive 25% and PIA shall receive 75%.
- b) CET Cell may share portion of its component of the revenue with the institutions in 50:50 ratio.
- c) The pricing of value added services provided by LTC will be decided mutually by CET Cell & DHE.

3.8. Use of LTC by Institutes

- a) Principal of the Institute can use Computer Center for teaching and learning activities whenever the LTC is not being used for CET exam by the CET Cell or any other services

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scheduled by the PIA as per the pre-defined scope of work. However, schedule of such utilization of LTC(s) by the Principal needs to be communicated and approved by the CET Cell beforehand and subsequently informed to the PIA for smooth coordination.

- b) PIA to provide dead-stock register for the items installed at LTC to the relevant authority as directed by CET Cell.

4. Dispute Resolution

- a) Save where expressly stated otherwise in this document, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Project including non-adherence to the terms of the MoU between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth below.
- b) Either Party may require the Dispute to be referred to a Joint Committee of the Director of DHE and Commissioner of CET Cell for amicable settlement. Upon such reference, both the Parties and the Joint Committee shall meet at the earliest mutual convenience and in any event within 15(fifteen) days of such reference to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably resolved within 15(fifteen) days of such meeting, either Party may refer the Dispute to the Higher & Technical Education Department, Government of Maharashtra for final decision in the matter.

5. Amendments

- a) This MoU may be amended based on mutual agreement in writing between and amongst the Parties. All amendment(s) and/or modification(s) shall be binding on each Party provided the same is/are reproduced in writing and signed by the Parties.

6. Documents

- a) All correspondence conducted between and amongst the Parties and the concerned Centers involving all matters relating to the Project shall be deemed to be a part of this MoU pursuant to the signing of this MoU by the Parties.
- b) All documents, written agreements, reports etc. pertaining to the Project shall be deemed to be a part of this MoU pursuant to the signing of this MoU by the Parties.

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IN WITNESS THEREOF, the Authorized Representatives of the Parties, here to have entered into this "MoU" the day and year hereinabove stated.

For State Common Entrance Test Cell, Government of Maharashtra

Authorized Signatory

For Directorate of Technical Education, Government of Maharashtra

Authorized Signatory

Witness no.1

Name:

Signature:

Witness no.2

Name:

Signature:

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उच्च शिक्षण संचालनालय, महाराष्ट्र राज्य ४१२ ई, बहिरट पाटील चोक, मॉडेल कॉलनी,
शिवाजीनगर, पुणे - १६

अ.क्र.	कॉलेज नाव	जागा
१	सिडनहॅम वाणिज्य व अर्थशास्त्र महाविद्यालय, मुंबई	१००
२	शासकिय विज्ञान संस्था, नागपुर	१००

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