Memorandum of Understanding

Between-

Assam Science and Technology University

and

Assam Electronics Development Corporation Ltd.

for

ERP Software

and Technology

Dr. NRIPEN DAS

Dr. NRIPEN DAS

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General Managor

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Understanding & Agreement

This agreement is made on this ______ day of September 2019 at Assam Science and Technology University, in between the Assam Science and Technology University, ASTU in short, with its registered office at Tetelia Road, Jalukbari, Guwahati 781013, Assam, India, represented by its Registrar (called the First Party here in after) and Assam Electronics Development Corporation Ltd., AMTRON in short, having its registered office at Industrial Estate, Bamunimaidam, Guwahati 781021, Assam, India, represented by General Manager (called the Second Party hereinafter).

The First Party and the Second Party, called the Parties together hereinafter, have undergone the process of Bids for the Design, Development, Implementation, and Maintenance of ENTERPRISE RESOURCES PLANNING (ERP) SOFTWARE of ASTU (Bid Reference No.: TEQIP-III/2019/AS/astu/95 dated 12 July, 2019 and AMTRON's quotation reference No. AEDC/IT/trading/456, dated 26/08/2019), and through the official procedures of evaluation and approvals etc., the First Party gives the offer of work to Second Party for Supply of ERP Software for ASTU, with a contract price of Rs. 1,72,28,000.00 (Rs. One Crore Seventy Two Lacs and Twenty Eight Thousands Only) including of applicable Taxes etc., and the Second Party accepts the offer in full understanding of the Bid Clauses.

Now the second Party has agreed to design, develop, and supply the University Management System in the form an ERP with the following components:

<u>University based:</u>

- i. File Tracking and document management system
- ii. Common Engineering Entrance/JMEE/JLEE (Counseling /Admission Test)/Other Competitive Examination
- iii. Application procedure to UGC /AICTE
- iv. Legal Cases
- v. Grievance mitigation cell
- vi. Examination /Results processing
- vii. Examination system (University has already used one system) linking NAD (National Academic Depository)
- viii. Finance/ Accounting and Auditing (University already uses TALLY)
- ix. Purchase and inventory management
- x. HR and establishment management
- xi. Training and Capacity building
- xii. Hostel Management
- xiii. Infrastructure Management
- xiv. Security service management
- xv. Transport Service
- xvi. University Library Management
- xvii. General administration

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For University and Colleges:

ii. Alumni association management system

iii. Anti ragging Application

iv. Convocation

v. Fee Management

vi. Faculty & Staff information

vii. Consultation and Research Projects

viii. Circulars and Notification

ix. University research proposal

Course curriculum management/ CBCS/ admission/ Academic Calendar

xi. Meeting schedule

xii. RTI management

xiii. Attendance

xiv. Student Information

xv. Publication xvi. Visitors pass

xvii. SMS

xviii. Gate Pass

xix. Mobile Application

xx. GATE coaching

Online application for affiliation/permission application
 Web-based Learning Resource modules (including Video)

xxiii. NBA accreditation

xxiv. College Autonomous management system

xxv. Student life cycle management

xxvi. Extension and training Management

xxvii. Assignments

xxviii. Web based MIS system.

The Scope of the work will be as defined in the bid document:

1. Supply, installation of the software package and plateforms etc. in an operational mode in local server, or in cloud, browsable/with access from local multiple clients.

2.Customization/reconfiguration as per customers need Existing Data porting

The parties agree that the following documents shall be deemed to form part of this agreement:

1. The Bid Document as published by ASTU

2. Corrigendum as published by ASTU in reference to the current Tender

3. Tender document submitted by AMTRON in response to the ASTU Bid

4. Commercial Bid as submitted by AMTRON as part of their total Bid submission

5. Letter of Intent as issued by ASTU to the AMTRON

Dr. NRIPEN DAS
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General Manager Corpn. Ltd.
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Now the Parties also agree that the work will be in Phases, and the Second Party agrees to implement the work in following schedule-

Work	Month-1	Month-2	Month-3	Month-4	Month 5	Month 6
System Study		70.0	oner 5	MOHUI-4	Wionui-3	Month-6
SRS						
Design Development						
Prototype Deployment					ALL PERSON	
Parallel Run						
Testing						
Full Deployment						

The Second Party also agrees that in consideration of the payments to be made by the Purchaser to the supplier as mentioned, the Supplier hereby covenants with the Purchaser to provide the System and Services and to remedy defects therein in conformity, in all respects with the provisions of the contract.

The First Party hereby covenants to pay the supplier in consideration of the provision of the System and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at times and in the manner prescribed by the contract.

Cancellation of Agreement and matter of conflict/differences of opinions: In case of any failure to implement the work as per the requirement of the Purchaser, the University, the University may cancel the entire process at any time. University may or may not pay nominal fees or part payments, as compensation. The Second Party can not demand any payment and will not have any right to go for legal action against the University. In case any issues arise out of conflict or misunderstanding, or differences of opinions, University may constitute expert committee with involvement of 3rd Party and/or external experts, who will recommend such actions or measures in order to mitigate the issues. All legal disputes will be under the jurisdiction of the Guwahati High Court.

The parties also agree the following Payment Schedule:

6 th and Final Payment	30%	On completion of the final testing and validation, and final deployment, installations			
5th Payment	10%	The state of the s			
4th Payment	20%	modules, alongwith the complete Requirement Specifications			
3rd Payment	10%	On completion of the first phase parallel run of atleast 40% of the modules			
2 nd Payment		On completion of the first round of System Study			
1st Payment		On Installation of the Prototype Model ERP at the ASTU Facilities			

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Brief Particulars of the System and Services which shall be supplied/provided by the Supplier (Second Party) to the Purchaser (First Party), are as under:

Sl. Item Quanti No. Name		Quantity	Place of Delivery	Installation Requirements	
1	ERP Software	1 job	Assam Science and Technology University, Tetelia Road, Guwahati, Jalukbari 781013, Assam, India	Yes, including at Cloud	

Total Value: Rs. 1,72,28,000.00 (Rs. One Crore Seventy Two Lacs and Twenty Eight Thousands Only) including of applicable Taxes etc.,

Delivery schedule: within 31st March, 2020

This Contract shall come into force immediately and shall valid until the final completion of the job.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws and rules, on the day and year above written.

Signed for and on behalf of Assam Science and Technology University (the Purchaser) by its duly authorised representative in the presence of:

13/09/2019

Authorised representative

Date

Assam, India

Signed for and on behalf of the AMTRON (the Supplier), by its duly authorised representative in the presence of:

Witness

Date 13.09, 2019

General Manager Bamunimaidan, Ghy-21 Authorised representative

Date 13.09