

অসম असम ASSAM

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## MEMORENDUM OF UNDERSTANDING

This memorandum of understanding between P.B College Gauripur, Assam (institution)henceforth called the 'host institution' and S.S Technologies ,Bora service Bye lane, G.S. Road, Ulubari,Guwahati-781007 henceforth called the 'service provider' in matter of installation of Online College Automation Software at the host institutional is signed today the 6th day of April, 2022

## 1. The host institution shall:

- I. Monitor the progress of the work as per conditions given in the quotation submitted by the service provider and bring out anomalies, if any, for rectification.
- II. The payment shall be made in three installments. The first installment will be 50% of the Total amount at the completion of installation and training. The second and third installments shall be 25% each of the total amount which shall be paid at the gap of one month.
- III. The complete installation shall be subject to checks at all stage and tests and the service provider shall be liable to rectify such defects as brought out by the host institution during checks and tests and make good all deficiencies at his own cost.
- IV. The host institution reserves the right to modify, update or inclusion of new software or any other services in the site at any time as per requirement on the basis of the Govt. notification.
- V. Inclusion of any new modules to be on paid basis on mutual understanding by both the parties.

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VI. Renewal of Annual Maintenance Cost (AMC) Rs 15,000/- including GST per year to be borne by the host institution.

## 2. The service provider shall:

- I. The party is required to provide on- site comprehensive warranty for one year for installation of software from the date of publish to the website.
- II. The party should take the responsibility of safety and confidentiality of the official database of client safe and will not use it commercially or selling purpose. The database include all the documents uploaded, all names and numbers of users, records, files, history or any other details added in this software by the client. Evidence of leakage/misuse of data will invite legal action against the service provider.
- III. The service provider to accept all responsibility to fulfill the service that is within its control by the agreed timescales and to satisfactory standard.
- IV. The service provider will have to deliver excellent services to the host institution when require as demand by the situation.
- V. Renewal of annual maintenance cost (AMC) Rs.15,000/- including GST per year.
- VI. The service provider will have to provide necessary training to officials/teachers of the host institution at the college premises. Apart from this online implementation, training and support which include complete and troubleshooting through remote and technical support as and when required for free of cost after installation.
- VII. The service provider shall be solely responsible for the maintenance, repair of the whole software.
- VIII. The service provider will have to start work on receipt of necessary supply/work order as per modalities discussed with the host institution and complete the whole installation and training need to be completed within a month.

The parties here agreed that in the event of any dispute or differences on the terms agreed to leading to seeking of judicial remedies, the courts suited at Dhubri, Assam will have jurisdiction.

The existing government rules and regulations and amended from time to time shall be taken into purview in matters/issues not stated above.

Agreed upon and signed

On behalf of the host institution

Principal i/c
P.B. College, Gauripur

Pramainesii barua cciiog Gauripur, Ohubri (Assam) On behalf of the service Provider

njib Pathak. B.E. (EE)) Managing Director

S.S. Technologies Bora Service ,G.S. Road

Ulubari,Guwahati-781007