



उत्तर प्रदेश UTTAR PRADESH

BK 191634

AGREEMENT FOR ANNUAL MAINTAINANCE CONTRACT FOR COLLEGE  
AUTOMATION SOFTWARE (E-SCOP)

This CONTRACT is made on the 1<sup>st</sup> day of Aug 2016, between Mr. Adarsh Garg Director of Sonet Microsystems Pvt. Ltd. (SMPL) having its registered office at C-10, Gagan Vihar Ext. Delhi-51 and works at A-73, Sec-65 Noida (UP)-201301 (hereinafter called "SMPL" ) of the one part, And Principal, Jesus & Mary College, Chanakya Puri, University of Delhi, New Delhi (hereinafter called "JMC") of the other part. The expression of the terms SMPL and JMC shall mean and include: them, their legal heirs, successors, legal representative, executors, nominees and assignees, by whatever name called.

WHEREAS JMC is a very reputed college, an institution of education with commendable lineage and history, under the University of Delhi, New Delhi, which in keeping in line with the technological advancements and for need of ease in its working operations, is in need of a qualitative, support and maintenance of ESCOP (College ERP System), its work processes.

And whereas SMPL is an experienced software development company and ERP solutions provider having a list of clientele for its administrative and ERP Software.

And whereas after a series of meetings, discussions and representations and whereas to bring in more clarity in working-relationship and for future reference purposes and to cover all legal angles related to the transaction, especially with regard to the quality and glitch free working of the technical product in the nature of software maintenance; both the parties to the contract have now decided to reduce the terms of this transaction into writing by virtue of this contract.

Both the parties have agreed for the contract and therefore proceeded as mentioned above.

For Sonet Microsystems Pvt. Ltd

Director

(JMC)

Dr. Anil Kumar  
Principal  
Jesus & Mary College  
Chanakya Puri,  
New Delhi-110021



And whereas to bring in more clarity in working-relationship and for future reference purposes and to cover all legal angles related to the transaction, especially with regard to the quality and glitch free working of the technical product in the nature of software; both the parties to the contract have now decided to reduce the terms of this transaction into writing by virtue of this contract.

NOW THEREFORE THIS CONTRACT WITNESSETH AS UNDER:

1. Summary of Work under AMC

- Import student registration data
  - Generate Admission
  - Import Student Address data
  - Fees Structure Setup
  - Support For Admission Module (New Session Setup, Roll No Setup, Course Setup, Roll Number generation by sister)
  - Support for Student Information Management (Certificate , Reports)
  - Support for Fees Module (Complete Fees Module)
  - Support for Payroll Module (Complete Payroll Module)
2. That the above software modules would be running on Windows operating system MS Windows 98/2000/XP/win2007, and SMPL hereby explicitly undertaken to keep the said software in working order on any updated version of above mentioned operating system in the future i.e. it is the responsibility of the software developers to take care of future changes in operating systems and hardware environment changes. So that the software is kept in working order for a lifetime.
3. That the agreed contract price  
**Rs. 90,000/- (Ninety Thousand only) Yearly + Service Tax (if applicable) for online support and max 15 ticket.**
4. Payment Terms  
**50,000/- + S.T in advance at the time agreement, 40,000/- + S.T after six month of agreement date.**
5. Subject to the requirement of JMC the S/W supplier SMPL provides online support, visit when required.

For Sonet Microsystems Pvt. Ltd.

(SMPL)

Director

*Sr. Anshu Singh*  
Principal  
Jesus & Mary College  
(JMC) Anandpur,  
New Delhi-110021

6. SMPL also hereby undertakes to identify JMC of any losses suffered due to piracy copyright / intellectual property right issue, inspection of the same by any agency whether government or private and levy of any fine, penalty, duty by whatever name called; due to the software not adhering to any laws, policies or procedures by whatever name called; which SMPL as a commercial software solutions provider should have taken care of, or otherwise, or as the case may be. A separate indemnity bond is also to be issued by SMPL for the purpose.
7. SMPL is duly registered with the service tax department as a software services provider as it claims and that SMPL takes on to be scrupulous in filling its returns and tax reposition collected during the course of its business. Similarly SMPL undertakes to be equipped with technical staff competent to handle this kind of assignment and in case latter it is found that the facts has mentioned above are otherwise and that there were gross misrepresentation for the sole purpose of acquisition of the contract. JMC would be entitled to a full refund and also damages for misrepresentation and fraud in a court of law. The above clauses should be taken in its true spirits as a precautionary step.
8. SMPL hereby undertakes to customize/Support the software modules as per the needs of the college.
9. Some work/task are pending as per the previous contract of JMC with SMPL. JMC has agreed to sign an Annual Maintenance contract with SMPL for one year whereby SMPL is required to complete all the previous pending Jobs in AMC period falling which last installment of AMC will not be cleared.
10. SMPL and JMC mutually agreed that JMC may buy the account package from any third party, cost will be deducted from AMC Fees of SMPL.
11. All dispute with regards to above and this contract generally would be a matter of jurisdiction of the courts of Delhi state only.
12. The duration of this agreement is one year.
13. The Principal has the rights and the authority to cancel the agreement in case of any infringement or in case of indiscipline.

IN WITNESS WHEREOF

For Sonet Microsystems Pvt. Ltd.  
(SMPL)  
(official stamp)

Director

(SMPL)

Sr. Ronly son  
Official Principal  
JMC Jesus & Mary College  
(official stamp) Chanakya puri,  
New Delhi - 110021

(JMC)