





AGREEMENT

THIS AGREEMENT made and executed at Rajgurunagar this 14th Day of January, 2015.

BETWEEN

M/s. S.S.S. COMPUTERS, PROPRIETOR MR. MILIND RAVINDRA DESHMUKH, age 33 & having its registered office at Flat No. 5, Arihant Apartment, Bhangarwadi, Lonavala, Tal. Maval, Dist. Pune, 410 401 hereinafter referred to as the PARTY OF THE FIRST PART.

AND

KHED TALUKA SHIKSHAN PRASARAK MANDAL'S HUTATMA RAJGURU
MAHAVIDYALAYA, Rajgurunagar, Tal. Khed, Dist Pune, 410 505 hereinafter
referred to as the PARTY OF THE SECOND PART, through its representative:-

1. Principal Dr. SHRI. SAKHARAM BALU PATIL, AGE 55.

residing at Rajgurunagar, Tal. Khed. Dist. Pune. 410 505

WHEREAS the parties of the first part is a Proprietorship firm situated at Lonavala, and into the business of Sales and services of Branded / Assembled Computer systems, Software Development as well as providing various services related to IT sector.

Party of the Second part, K.T.S.P.M's Hutatma Rajguru Mahavidyalaya has designed an Enterprise resource Planning software System named EduWon ERP which is an integrated solution to satisfy the term of complete computerization of the college. EduWon is a customized software system which includes all modules & functions required for administrative purpose of a college. Hutatma Rajguru Mahavidyalay had invited online quotations for Customization / Restructuring / Redesigning of the entire EduWon ERP modules for the upcoming Academic Year 2015-16. The said quotations was opened on the 13th Day of January, 2015 & after discussing with all the participant, M/s. S.S.S. Computers offer for providing professional services for Customization / Restructuring / Redesigning of all the EduWon ERP modules were found to be the lowest one, and hence the said project were awarded to M/s. S.S.S. Computers.

AND WHEREAS the parties hereto have decided to reduce into writing the terms & conditions of their **AGREEMENT**

NOW, THIS AGREEMENT WITNESS, and it is hereby agreed by and between the parties hereto as under:

- All the Prices mentioned in the Quotation are valid for a Specific period of time.
- 2) The Prices quoted in the Quotations are inclusive of Sales Tax, Excise Duty, VAT, and Implementation Charges. No extra payment will be made other than the prices mentioned in the quotation.
- 3) Total cost of the entire project would be Rs. 3,50000/- (Rupees Three lakh fifty thousand only.)
- 4) Hutatma Rajguru Mahavidyalay will make an initial payment of Rs. 1,40000/- (Rupees one lakh forty thousand only) towards 40% advance amount of the work, remaining payment will be made after successful execution of the order and upon submitting the letter of satisfaction from the concerned Department heads.
- 5) The Scope of this project is limited to modules listed in Annexure "A", except in addition M/s. S.S.S. Computers will be liable to develop & execute the Finance Management module. Any other New Module development will be charged extra & cost of which will be discussed after detailed assessments of requirement.
- 6) M/s. S.S.S. Computers will strictly have to abide the schedule of the project mentioned in annexure "B".
- 7) Hutatma Rajguru Mahavidyalay will provide a detailed documentation mentioning the module wise requirement, also it is mutually agreed between both the parties that they will conduct multiple visits to various

- Colleges / Educational Software Developers / Universities to study their respective systems & modules to adopt more advance features in the existing EduWon ERP system.
- 8) M/s. S.S.S. Computers will provide a free of cost service support for a period of 1 year from the date of final execution of the project. The nature of support will be remote or onsite depending upon the nature of problem.
- 9) Hutatma Rajguru Mahavidyalay confirms the Copy rights of EduWon ERP system & Its source code, upon execution of this agreement M/s. S.S.S. Computers team member will be authorize to make any changes / redesigning or restricting to the source code for a period of one Academic Year 2015-16. However All Source Codes, Data, Credentials & Passwords will be the sole proprietary of Hutatma Rajguru Mahavidyalay only.
- 10) Hutatma Rajguru Mahavidyalay will discuss all their requirements in writing only, also all correspondence will be in writing only.
- 11) Training will be provided free of cost. Frequency of training session will be unlimited & on demand in nature.
- 12) M/s. S.S.S. Computers will be responsible for the Data Entry of all the masters, Teacher Profiles, All Heads of Finance Management module, Asset Management Module, however Data Entry work for Library books will be charged extra & the cost of the same will be decided after assessment of the work.
- 13) During the service period, if any problem arises, M/s. S.S.S. Computers is responsible to attend the complaint within 24 Working hours from the date of reporting the complaint. Also M/s. S.S.S. Computers is responsible to resolve the problem in working 48 hours after attending the Complaint.
- 14) M/s. S.S.S. Computers will not be responsible for any Data Loss, Software Crash, Virus Infection etc.

- 15) M/s. S.S.S. Computers will not be responsible for the failure of system happens due to violation of predefine work process of EduWon, e.g. Manual generation of Merit List, Chalans, Issuance of LC, TC, Bonafied etc.
- 16) Payment will be released by NEFT, RTGS / D.D. upon successfully completion of the order.
- 17) All the terms & conditions mentioned in this agreement has reserved with the Principal, Hutatma Rajguru Mahavidyalay, Rajgurunagar, Tal. Khed.
- 18) All disputes are subject to Khed (Pune) Court Jurisdictions only.
- 19) Hutatma Rajguru Mahavidyalaya will take necessary legal action against M/s. S.S.S. Computers upon breach of any of the terms mentioned in this agreement.

IN WITNESS WHEREOF the parties hereto have signed hereunder at Rajgurunagar this 14th Day of January, 2015.

FOR S.S.S. COMPUTERS

MILIND RAVINDRA DESHMUKH

AW.

PROPRIETOR

S.S.S. COMPUTERS, LONAVALA

FOR K.T.S.P.M.'S Hutatma Rajguru Mahavidyalaya, RAJGURUNAGAR.

WITNESSES

1) Shri. Kailas Raghunath Pacharne

2) Shri. SUBHASH BHOR Blumm.

Hutatma Rajguru Mehavidyalaya (Arts, Science & Commerce) Rajgurunagar,

Enclosed:-

- 1. Copy of Shop Act License.
- 2. Companies VAT, PAN & Profession Tax No.
- 3. Purchase Order.
- 4. Detailed Quotation finalized by the College Authority.
- 5. Annexure "A" mentioning the Existing Modules Names.
- 6. Annexure "B" mentioning the module wise execution schedule .

ANNEXURE "A"

List of Existing Modules in the EduWon ERP system.

| Sr. No. | Module Name | |
|---------|---------------------------|--|
| 1 | Admission Management | |
| 2 | Student Management | |
| 3 | Library Management | |
| 4 | Asset Management | |
| 5 | Human Resource Management | |
| 6 | Examination | |

ANNEXURE "B"

Module Wise Execution Schedule

| Sr. No. | Module Name | Dead Line for Execution |
|-----------------|---------------------------|-------------------------------------------|
| 1 | Admission Management | By or before 1 st April, 2015. |
| 2 | Student Management | By or before 1 st April, 2015. |
| 3 | Library Management | By or before 1 st April, 2015. |
| 4 | Asset Management | By or before 1 st April, 2015. |
| 5 | Human Resource Management | By or Before 1 st June, 2015. |
| 6 Examination , | | By or before 1 st June, 2015. |
| 7 | Finance Management | By or before 1 st April, 2015. |