

## Software Maintenance and AMC Agreement

This is an AMC Agreement between NISER (National Institute of Science Education and Research) (henceforth client) and Campus Labs Pvt. Ltd (henceforth Vendor).

The purpose of this AMC is to identify the basic services, and any agreed upon optional services, to be provided by Campus Labs regarding IMS (Institute Management System)

This Service Level Agreement covers the period from **April 1, 2019** to **March 31, 2022** and will be reviewed and revised at the end of this period.

This Agreement will replace the previous agreement signed by Client (26/3/2019) and Vendor(19/3/2019) for AMC Agreement between NISER and Campus Labs Pvt Ltd.

1. Technical support shall be provided by telephone, e-mail and in person visit to rectify the issues. Technical support should be available Monday to Friday (except public holidays) between the hours of 8.00 am – 6.00 pm). However In urgent situations NISER will require 24x7 support.
2. Software upgrades: including but not limited to new versions, service packs and patches should be performed by the vendor.
3. Any change in a given module of the IMS should not affect the other modules which are in use. Proper testing should be done on physically separate test server before deploying it in the live server.
4. Installation and upgradation of the Operating System, drivers and necessary system software in Office Automation Servers should be done and the Vendor should maintain the DR (Disaster Recovery) servers for the live servers.
5. Vendor will deliver the updated Source Code on a CD/DVD for each AMC term, at the beginning of the term.
6. During the AMC period the Vendor should arrange for an onsite engineer who has knowledge of the entire IMS Software to visit NISER for a period of upto 1 week per quarter. During the visit the pending issues should be addressed and knowledge transfer should happen between Vendor and client.
7. The vendor will furnish the installation, support and error-correction for the services identified by the client. The issues identified by the client in existing software should be addressed and rectified. If any functionality change is required by the client in the existing software the same has to be implemented.
8. The vendor will maintain, upgrade current software modules and should also add new software modules to the existing framework as per the client's requirement. For existing modules which require functionality change the vendor will implement changes immediately. For the new software module, the requirement analysis should complete within a week and development should start immediately.




9. Complaints or changes will be addressed in accordance with the following priority level:

(a) **Priority Level 1:** complete loss of all service of the IMS will be addressed as emergency. The Vendor will acknowledge the problem within 1 working hour from the time that the complaint was lodged with the Vendor and shall remedy defects and/or provide a workaround within 1 working day of notification of the problem, with a permanent solution within an agreed timeframe.

(b) **Priority Level 2:** severe loss of service of the Product however, operation can continue in a restricted fashion. The Vendor will acknowledge the problem within 4 working hours from the time that the complaint was lodged with the Vendor and shall remedy defects and/or provide a workaround within 3 working days.

(c) **Priority Level 3:** a minor loss of service of the Product, the impact is an inconvenience. The Vendor will acknowledge the problem within 1 working day from the time that the complaint was lodged with the Vendor and shall remedy defects in the next release of the software or within 2 weeks, whichever is earlier.

(d) **Priority Level 4:** no loss of service of the Product; the result is a minor error, incorrect behaviour, or a documentation issue. The Vendor will acknowledge the problem within 2 working days from the time that the complaint was lodged with the Vendor and the Vendor shall use reasonable efforts to remedy defects and/or provide a workaround in 1 month.

#### **Financial Terms and Conditions**

1. This Service Level Agreement covers the period from **April 1, 2019** to **March 31, 2022** and will be reviewed and revised at the end of this period.
2. The AMC will be renewed annually upon mutual agreement. The Terms and Conditions may be changed at this time.
3. The AMC annual rate is 15% of the tender value which translates to Rs.16.8lac (+18% GST) per annum or Rs.4.2lacs (+18% GST) per quarter.
4. Payments for AMC of software will be done on a quarterly basis upon receipt of Invoice, complete in all respect.

#### **Arbitration:**

All disputes or differences whatsoever arising between the Vendor and NISER, Bhubaneswar out of or in relation to the operation or effect of the Contract, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitration/Arbitrators shall give a reasoned award. Work under the Contract shall be continued by the Vendor during the arbitration proceedings unless otherwise directed in writing by NISER, Bhubaneswar unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, is obtained and save as those




which are otherwise explicitly provided in the Contract, no payment due or payable by NISER, Bhubaneswar, to the bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter of one of the subject matters thereof. The venue of the arbitration shall be in the City of Bhubaneswar, Odisha State, INDIA.

**Applicable Law & Jurisdiction of Court:**

The Contract with the Vendor shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of High Court of Odisha, Cuttack, Odisha State.

**Liquidated Damage:**

Liquidated damage for late implementation may be imposed. The rate will be one half of one percent (0.5%) of the order value (quarterly) for each calendar month of delay or part thereof and will be deducted from your bill amount.

**DECLARATION:**

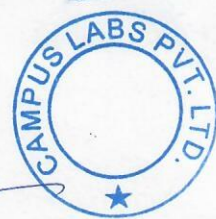
If the above terms and conditions of the AMC is acceptable to M/s Campus Labs Pvt. Ltd then they should sign with seal of the company and date on every page of the AMC and send it to NISER within 7 days of Letter of Acceptance.

*M. Khuntia*  
10/04/2019

NISER Representative

(Signature with seal and date)

*Ashish*



Campus Labs Pvt. Ltd Representative

(Signature with seal and date)