



राष्ट्रीय विज्ञान शिक्षा एवं अनुसंधान संस्थान, भुवनेश्वर
(परमाणु उर्जा विभाग, भारत सरकार का एक स्वयं शासित संस्थान)
NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH, BHUBANESWAR
(An autonomous Institution under Department of Atomic Energy, Govt. of India)

PURCHASE ORDER

To
M/s. Ecole Solutions Pvt. Ltd.,
303-304, Brigade Business Suites,
Ashoka Pillar, Jayanagar 2nd Block,
Bangalore - 560011

Purchase Order No:NC-36(B)-13-14/1873
Date:29/10/2013

Ref:

- EOI Submitted on 30/03/2012
- SRS bid submitted on 08/10/2012
- Presentation made by you on 16/04/2013
- SRS document of NISER version 1.2 Dated 7th June 2013
- Our tender No.10/2013-14 for RPF your quotation No.NIL Dtd.10/09/2013.

Dear Sirs,
With reference to the above, we are pleased to place Purchase Order with you for developing IMS as per SRS document for NISER with following terms and conditions given below:

Sl. No.	Specification	Total In Rs.
01	Supply and Installation of all software applications, including all modules as specified in the Technical Bid and RFP/SRS Document, with no restrictions on User Licenses including Project Management, complete customization, Data Migration, Testing, Comprehensive Training, Manuals, Commissioning, Onsite Application Support resource for one year and software warranty (Three Years)	Rs.1,12,00,000.00
TOTAL		1,12,00,000.00
Add CST@5%		5,60,000.00
Add Service Tax@ 12.36		13,84,320.00
TOTAL AT NISER, BHUBANESWAR		1,31,44,320.00

(INR One Crore thirty one lac forty four thousand three hundred and twenty only)

Terms & Conditions: -

1. PRICE:

The price mentioned above is including all taxes & duties (Taxes as per government regulations, will be applicable at the time of invoicing).

2. SCOPE OF SERVICE:

The scope of the work would cover supply, installation and commissioning of system and application software including RDBMS as per the detailed SRS Document version 1.2 dated 07 June 2013 and integration of the same to NISER's network, and maintenance of all these at least for a period of 3 years after the expiry of 03 years warranty period from the date of Installation of the software, at the discretion of the NISER. During warranty period, the supplier will maintain the software at NISER Bhubaneswar premises free of cost.

You will supply the necessary software for setting up the proposed IMS and integrate the same with the existing (and future extended) network of NISER and also maintain the same to meet the requirements of NISER Bhubaneswar as given in RFP dated 20th August 2013.

You will impart necessary training to the NISER officials (both user training and administrative training) for smooth running of the software and also for Level-1 support of the solution. You will also supply the user manual for all the modules as well as Installation and Administration manuals for smooth functioning of the software both in hard copy and soft copy along with the **Software Source Code**, within three months of going live, after incorporating all the customized solutions.

In no case the claim for any increased/additional scope of work will entertained. You are therefore instructed to strictly abide by the scope of work detailed in SRS document and RFP dated 20th August 2013.

भौतिक विज्ञान संस्थान परिसर, सचिवालय मार्ग, पो. ओ.- सैनिक स्कूल, भुवनेश्वर - 751 005, ओडिशा, भारत

INSTITUTE OF PHYSICS CAMPUS, P.O.- SAINIK SCHOOL, BHUBANESWAR-751 005, ODISHA, INDIA

दूरभाष / Phone : (0674) 2304000 (O), फैक्स / (0674) 2304070

वेब / Web : <http://niser.ac.in>, E.mail : director@niser.ac.in

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3. **DELIVERY AND IMPLEMENTATION:**

The delivery of solution through media and operational manual is to be made along with installation of the module by 30th August 2014.

If delivery and installation is not completed by due date i.e. 30th August 2014 '**Liquidated Damage for Late Implementation**' may be imposed. The rate will be one half of one percent (0.5%) of the order value for each calendar month of delay or part thereof and will be deducted from your bill amount. It is obligatory for you to submit a certificate of implementation of the solution signed by NISER's authorized officials (Duly authorized NISER Module Owners for each Module and the Authorized NISER Project Manager, which will be communicated in writing to the supplier by NISER) along with the bills for payment.

4. **PAYMENT SCHEDULE:**

50% of total Software application cost on delivery of all modules of Software along with Source Code and Installation of off-the-shelf Software on Test Server Hardware supplied to NISER by Vendor and demonstration of availability of all the modules as per the Modules Listed in the Technical Specifications.

25% on complete customization, Data Migration, User Acceptance Test and Training (Both Functional and Technical) to designated users of all Modules.

25% on delivery of updated Source Code incorporating all changes and customizations made and upon receipt of the Performance Guarantee.

The Payment will be made in INR Only.

Payments of Software are subject to TDS as per the provision of the Government of India and taxes & duties hikes as per the State of Orissa and will be made after realizing '**Liquidated Damage for Late Implementation**', if any. The claim for payment should contain proof of delivery, installation, commissioning and training imparted and any other document as mutually agreed in writing between the Project Manager and the Vendor duly signed by authorized NISER's officials.

The above mentioned full and final payment will be released against a performance bank guarantee of 10% of the total project value comprising of Software applications including all services till the end of the Warranty period of 03 years with a claim period of additional 3 months.

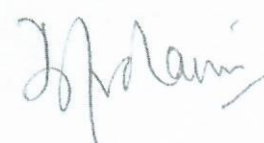
5. **MAINTENANCE SUPPORT:**

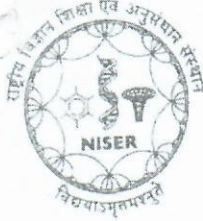
The Solution quoted must be under a comprehensive warranty period for at least 03 years from the date of installation of the off-the-shelf software. The bill must be accompanied with written confirmation by the supplier to maintain the system in future if required by NISER for a further period for which NISER will use the solution, with a flat AMC rate 15% of the total software cost per year plus applicable taxes prevailing at that time.

NISER reserves the right to enter into AMC agreement for the Software or reject any proposal for it without assigning any reason. Entering into or renewal of AMC will be done only after submission of the Satisfactory Service Report signed by the Authorized official(s) of NISER.

6. **CONTRACT PERFORMANCE GUARANTEE:**

The selected Bidder shall furnish an unconditional and irrevocable Bank Guarantee for 10% of the order value, in favour of NISER, from a Scheduled Commercial Bank towards due performance of the contract in accordance with the specification and conditions of the bid document.





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The Bidder shall submit the above Guarantee within one week from the date of going live with the project without which payment against the last Milestone will not be made. The Contract Performance Guarantee shall be kept valid till the release of payment against delivery. The guarantee should have additional claim period of three months after expiry of guarantee.

7. USER ACCEPTANCE TEST:

NISER or its nominated agency may conduct User Acceptance Test (UAT) after successful Commissioning of the system. The supplier shall allow the same and extend necessary cooperation. The information/ details required for the UAT shall be provided by you. You have to rectify the error(s) and / discrepancies if observed during UAT. Only after effective correction, the UAT will be deemed to be completed.

8. CANCELLATION OF CONTRACT:

NISER reserves the right to cancel the contract placed on you and recover expenditure incurred by the NISER on the following circumstances:

Commits a breach of any of the terms and conditions of the bid.

If deductions on account of liquidated Damages exceeds more than 20% of the total contract price.

You will not outsource/sub-contracts the solution in any form objectionable to NISER, BBSR In full or in part.

In case you fails to satisfy NISER with the customization of the solution as stipulated in the Technical Specifications and SRS Document, NISER reserves the right to cancel the contract placed, after serving a written notice of one-month and if you does not rectify or the problems indicated in the notice within a period of three months from the date of such notification.

After the award of the contract, if you does not perform satisfactorily or delays execution of the contract, NISER reserves the right to get the balance contract executed by another party of its choice by giving one month's notice in writing for the same. In this event, you are bound to make good the additional expenditure, which NISER may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

9. DEFECT LIABILITY:

In case any of the supplies of Solution delivered under the Contract are found to be defective as to material and workmanship and/or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, you will forthwith replace/make good such defective supplies at no extra cost to NISER without prejudice to the other remedies as may be available to the NISER under the contract. NISER if so decides may slap fine which it deems fit in case the defects hamper the functioning of NISER.

10. AUTHORIZED SIGNATORY:

You are requested to indicate the authorized officials who can discuss and correspond with NISER, with regard to the obligations under the contract. You will submit the same at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary or a Public Notary, authorizing an official or officials of the company to discuss, sign agreements/contracts with NISER, raise invoice and accept payments and also to correspond. You will furnish proof of signature identification for above purposes, if required by NISER. There should not be any change in the authorized official without getting prior approval from NISER.

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11. ARBITRATION:

All disputes or differences whatsoever arising between M/S Ecole solution Pvt. Ltd and NISER out of or in relation to the construction, meaning and operation or effect of the Contract, with the supplier, 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 Arbitrator/Arbitrators shall give a reasoned award. Work under the Contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by the NISER 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 the NISER BBSR , to the supplier shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.

The venue of the arbitration shall be in the City of Bhubaneshwar, Odisha State, INDIA.

12. APPLICABLE LAW & JURISDICTION OF COURT:

The Contract with the supplier shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Odisha High Courts at Cuttack.

13. OTHER CONDITIONS:

All the other Terms & Conditions of our Tender no.10/2013-14 and SRS NISER version 1.2 and RFP documents will be applicable to this order.

14. NODAL OFFICER:

The following official of NISER will be nodal officers for implementation of software under scope of this order.

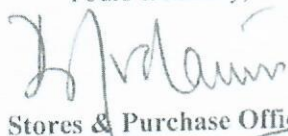
1. Prof.A.Srnivasan (School of Chemical Sciences)
2. Dr.Upakarasamy Lourderaj (School of Chemical Sciences)
3. Dr.Deepak Kumar Dalai (School of Mathematical Sciences)
4. Dr.Pranay Kumar Swain (School of Humanities & Social Sciences)
5. Mr.Saikat Hira (Scientific Officer-E, Computer Centre)
6. Mr.Deepak Srivastava (Stores & Purchase Officer)
7. Mr.Bibhupada Tripathy (Administrative Officer-III- Academic)
8. Mr.Ramakant Kar (Administrative Officer-III- Administration)
9. Mr.D.G.Rao (Dy. Controller of Accounts)

In case of any dispute, decision of Director, NISER will be final and binding on both the parties.

15. ACCEPTANCE:

If the terms & conditions mentioned above are acceptable to you, you are required to send the order confirmation letter along with a copy of this purchase order as final acceptance from you.

Thanking you,

Yours faithfully,

Stores & Purchase Officer
28/10/13