

# Maharishi Markandeshwar Trust

Ambala, 134-003 (Haryana) India

Ph. : 0091-1731-274475-78  
Fax : 0091-1731-274375



Website : www.mmumullana.org  
E-mail : info@mmumullana.org

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<b>Work Order No.:</b> - MMT/WO/238/11/2019	<b>WORK ORDER</b>	<b>Work Order Date:</b> - 22.11.2019
<b>Suppliers Name &amp; Address:</b> - M/s. eSmart Software Solutions Pvt. Ltd. D-22,Sec-03, Noida-201301. GST No: 01AAECE6628F1Z0 Mobile-7982329376 (Santosh Kashyap)	MMT GST NO.: 06AACTM0573G2ZQ	MMT PAN NO.: AACTM0573G
	Institution: -M.M. Trust	Department: - Examination Deptt
	W.O. AMENDMENT NO.: - NIL	<b>SUPPLIERS QUOTATION</b> NO.: - Email DATED: - 21-11-2019
	DATE: - NIL	

Dear Sir,

We are pleased to place an order with you for HR Software to our M.M. Trust subject to terms and conditions mentioned below: -

SR.	DESCRIPTION WITH SPECIFICATIONS	Total Amount
	University Examination Process Automation Software (ePedia Software)	600000.00
<b>Module Name</b>		
1.	Student information Management	
2.	Staff Information	
3.	Self Service Portal for Students & Staff	
4.	Examination Management System	
5.	Academic Management	
List Module Description attached & as per Scope of work attached		
<b>Total</b>		<b>600000.00</b>

**Terms & Conditions: -**

General Terms & conditions	<ol style="list-style-type: none"> <li>The total Value of Rs. 600000.00</li> <li>There will be no escalation of the agreed contract price for a minimum period of one year from the date of successful implementation of the ePedia.</li> <li>The supplier will Import all the existing data.</li> <li>Up gradation of ePedia (Examination Process Automation Software)</li> <li>Cost of WEB PORTAL will be included in above rates and provided by the supplier.</li> <li>M.M. Trust will provide the connectivity to the hardware as mentioned above and will provide only the servers, that is (web server, internet server, dedicate server, backup server)</li> <li>Free of cost training to staff</li> <li>The supplier will forfeit all rights to block, stop, lock access to the ePedia (Examination Process Automation Software), as a whole without demur, once the same is loaded on M.M. Deemed to be University servers to begin the implementation process.</li> <li>Ownership of the ePedia license will automatically deemed to be transferred to M.M. Trust.</li> <li>The scope of ePedia includes all the institutions at the Mullana &amp; solan campus of M.M. Trust.</li> </ol>
Termination of contract	In case the contract is terminated due to any reasons then the supplier will still have to support and provide the necessary upgrades for the balance course period of the students already admitted to M.M. Trust for which the payment has been made to the supplier. Failing which M.M. Trust will have full right to recover all the amount paid to the supplier and also recover the damages & losses in full, to the organization so suffered.
GST	The above rates excludes GST as applicable.

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*Santosh Kashyap*  
22-11-19

*[Signature]*

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In Continuations to work order No. MMT/WO/238/11/2019 Dated 22.11.2019

CMC(Comprehensive Maintenance Contract)	CMC to Paid @ 15% per annum. On Rs. /- Without any escalation + taxes as applicable.
Delivery & successful implementation of the complete	By 31.12.2019
Installation	At site Mullana (Ambala) Free of cost
Transit Insurance	At suppliers risk and cost
Transportations/ Freight	F.O.R., at site, M.M. Trust at Mullana Campus (Ambala)
Inspection	At site Mullana (Ambala)
Terms of Payments, delivery & successful implementation	10% advance and balance after completion of project.
Mode of Shipment	As per suppliers discretion and risk.
Breakages/damages	During transit at suppliers account.
Additional Terms & Conditions	<ol style="list-style-type: none"><li>1. In Case the supplier fails to adhere to the terms of Delivery period any financial additional cost or repercussion will have to be borne by the suppliers.</li><li>2. It is mandatory to mention work Order No. and date on the invoice.</li><li>3. Supply of software <b>ePedia</b> (Examination Process Automation Software) by the supplier shall automatically mean acceptance of the Work order and its terms and conditions in full, without any demur on part of the supplier.</li><li>4. The terms and conditions of this Work order overrides any and all pertinent terms of the Quotation by the supplier or any letter of intent given by us, and shall be final and binding on the supplier without any demur.</li><li>5. In case the customized <b>ePedia</b> (Examination Process Automation Software) does not conform, in any way, to the Satisfaction of M.M.T, we reserve the right to reject the same and shall be at liberty to claim damages and compensation from the supplier, for the loss suffered and full refund of the purchase price.</li><li>6. Any loss suffered by us due to any act or omissions on part of the supplier in relation to this work order/contract shall be legally claimed by us in court of Law.</li></ol>
Declarations Examination Process Automation Software	The suppliers will provide a declaration towards the proprietary nature of the <b>ePedia</b> product and also the fact that this <b>ePedia</b> (Examination Process Automation Software) product is not of pirated or copied nature at any stage & also provide the copyright of this customized <b>ePedia</b> (Examination Process Automation Software) to M.M. Trust & this copyright can not be compromised or resumed even if the contract is not renewed/cancelled/terminated by any of either party or for any other reason there off.
Declarations	The supplier will provide a affidavit and declare that the information and data used and stored in the Examination Process Automation Software will not be leaked or copied, transferred or provide access to or to view to any other person/entity/organization other than as specified by the management of M.M. Trust, if this declaration is violated at any stage by the supplier or any of their employees/directors etc, then M.M. Trust will have full right to legal recourse to sue and recover damages and compensation.
Legal Jurisdiction	Ambala (Haryana)

Chief Manager Purchase  
M.M. Trust  
Mullana-Ambala

I, Santosh Kashyap (Director) M/s. eSmart Software Solutions Pvt. Ltd., D-22,Sec-03, Noida-201301, declare and affirm that I am fully authorized and am competent to execute and accept the above order on behalf of M/s. eSmart Software Solutions Pvt. Ltd., D-22,Sec-03, Noida-201301

Santosh Kashyap  
eSmart Software Solutions Pvt. Ltd., D-22,Sec-03, Noida-201301