

Service Level Agreement (SLA)

for

Deploy and Support of EMIS

Between



Bishwa Shanti Chiran Milan Campus,
Bansbari, Kathmandu, Nepal
and



Erasoft Solution Pvt. Ltd.,
Subidhanager, Kathmandu



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1. Statement of Intent

The aim of this agreement is to provide a basis for close co-operation between Bishwa Shanti Chiran Milan Campus (will be called First Party hereinafter) and Erasoft Solution Pvt. Ltd. (will be called Second Party hereinafter), for support services to be provided by Second Party to First Party, thereby ensuring a timely and efficient support service is available to First Party end users. The objectives of this agreement are detailed in Section 2

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

2. Objectives of Service Level Agreements

- a) To create an environment which is conducive to a co-operative relationship between Second Party and First Party to ensure the effective support of end users
- b) To document the responsibilities of all parties taking part in the Agreement
- c) To ensure that First Party achieves the provision of a high quality of service for end users with the full support of Second Party.
- d) To define the commencement of the agreement, its initial term and the provision for reviews
- e) To define in detail the service to be delivered by Second Party and the level of service which can be expected by First Party, thereby reducing the risk of misunderstandings
- f) To detail via a question list, information Second Party requires First Party to extract from end users prior to Second Party involvement
- g) To institute a formal system of objective service level monitoring ensuring that reviews of the agreement are based on factual data
- h) To provide a common understanding of service requirements/capabilities and of the principles involved in the measurement of service levels
- i) To provide for all parties to the Service Level Agreement a single, easily referenced document which caters for all objectives as listed above

3. Period of Agreement

This agreement will commence on 03 Katrik 2077 BS and will continue until terminated. The agreement will be terminated if:

- a) "Annual Maintenance Contract (AMC)" between the parties expires.

4. Review Procedure

This agreement will be reviewed on mutual consent of both First Party and Second Party. The review will cover services provided, service levels and procedures. Changes to this agreement must be approved by both signatories.

- a) This agreement may be review after 5 years.



5. Representatives

First Party and Second Party nominate the following representatives responsible for the monitoring and maintenance of the service agreement:

First Party: Mr. Netra Prasad Neupane, Campus chief, Bishwa Shanti Chiran Milan Campus

Second Party: Mr. Om Khadka, Director, Erasoft Solution Pvt. Ltd.

6. First Party Responsibilities

- a) Hardware: First Party is responsible for maintaining all the hardware needed for implementation of the service provided by Second Party.
- b) Focal Person or Steering Committee: First Party will appoint a focal person or make a steering committee (details of which is given below) which is responsible for extracting information from end users as per Second Party specified list of questions regarding support of the service.

Name: Sanjeev Mishra

Telephone No:

Mobile No: 9841033396

Email: sanjeevmishra010@gmail.com

- c) Timely referral of faults: It is the responsibility of First Party to make timely referral of faults to Second Party. Second Party can't be deemed responsible to any loss or damage incurred by First Party due delay in the referrals.

7. Second Party Responsibilities

In exchange of First Party responsibilities, Second Party is liable to followings:

- a) Modules of Mitra ERP: Implementation of the following modules of Mitra ERP on online.
 - i. Student Administration: Managing Student Profile, UGC Reports with Annual Profile and Comprehensive Profile.
 - ii. Examination: Managing Internal and Board Exam, Board Exam back paper Management, Marks Ledger, Marks Sheet, Reports.
 - iii. Library : Managing Library: Membership, Catalogue, Circulation, Fine , barcode
 - iv. Account: Billing, Voucher, Payroll
 - v. HR: Managing employees records

- b) Support: Second Party is liable for regular support of the modules mentioned in Section 7a in case of faults referred by First Party as mentioned in Section 6b. The following is details of contact on behalf of Second Party to be contacted by First Party.



Contact Details:

Name : Mr. Om Khadka

Phone: 01-4111812

Mobile: 9851052404

Email: info@erasoft.com.np, okhadka@gmail.com

- Method of fault referral/ support call: Telephone contact or email by First Party nominee as mentioned in Section 6b.
- Method of support: Second Party take first priority to solve the issued by online means if and any issued nature is different and cannot solve by online method, Second Party will be available in the campus. In case of delaying the service from second party, the first party regularly inform regarding the matter of maintaining the problem mention, herewith, three times continuously during a three weeks period via email or Online Support Center of Company. If the second party violets the duration without responding to solve the problem of the first party, the first party will demand written clarification.
- Implementation: The responsibility of implementation of project will be first party in presence of Second party. All the activities like data entry, setup to implement project will be done by first party

c) Training and Knowledge Transfer:

For implementation of the modules of Mitra ERP, Second Party will provide training to end users nominated by First Party.

Signature:



Mr. Netra Prasad Neupane

On behalf of First Party

Witness

Seal



Mr. Om Khadka

On behalf of Second Party

Witness

Seal



Agreement between Bishwa Shanti Chiran Milan Campus and Erasoft Solution Pvt. Ltd.

This Agreement between Bishwa Shanti Chiran Milan Campus and Erasoft (the "Agreement") is effective from 2077-07-03

BETWEEN: BISHWA SHANTI CHIRAN-MILAN CAMPUS (the "First Party") a company organized and existing under the laws of the government of Nepal, with its office located at :
Bansbari, Kathmandu, Nepal
Phone:
Post box No.:

AND: ERASOFT SOLUTION PVT. LTD. (the "Second Party") a company organized and existing under the laws of the government of Nepal, with its corporate office located at:
RudrajuddhaBhawan, Tinkune, Subidhanagar, Kathmandu Nepal,
Phone: 4111812,4111905
Post Box No. 9742

WHEREAS First party finds that the second party is qualified to perform the work all relevant factors considered, and that such performance will be in furtherance of First Party business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. Support and Services

- i. The Second party agrees to provide the service and support as described in SLA.
- ii. Other work will be decided as per mutual understanding of the two parties.

2. Payment

- i. The First Party hereby agrees to pay the Second Party, for described as SLA, the sum of 3,95,500/- inwards (Three lakhs Ninety Five Thousand Five Hundred only) including VAT. The imbursement of 50% amount will be done along with agreement to second party.
- ii. 15% of the total cost mentioned in (i) will be levied as support charge after the first year. (in other words there will be no AMC charge for the first year of software)

3. Period of Agreement

This agreement will continue until terminated as described in SLA

4. Governing Law

This agreement shall be interpreted under laws of the government of Nepal.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as the day and year first above written.

Signature

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Mr. Netra Prasad Neupane
On behalf of First Party



Signature

.....

Mr. Om Khadka
On the behalf of second party

