

This “Agreement” is made on 12 **May 2024** for Library Automation with SLiMS

Between

Ananna Enterprise, 164, Dhaka University Market, Katabon, Dhaka-1000,
Email: annanaenterprise@gmail.com as the "**FIRST PARTY**".

and

Armed Forces Medical Institute (AFMI) Dhaka as the "**SECOND PARTY**".

A. Objective

The present Terms of Reference aim to provide a framework for Library Automation with SLiMS for AFMI Library, Dhaka. This Agreement is entered into as of the **12 May 2024** by and between AFMI Dhaka and Ananna Enterprise, Dhaka-1000, Bangladesh.

This contract should be read alongside as the Service Level Agreement (SLA) that applies to it. The SLA describes what levels of service are acceptable and what penalties will apply should the supplier fail to meet them.

B. Dates and Reviews

This contract begins on 12 May 2024 and will run for a period of 1 year with the same cost offered in the Proposal (if not failed in implementation).

It may be reviewed at any point, by mutual agreement. After the successful implementation of the Library Automation Solutions, the contract will be yearly service charge basis and by any means, Ananna Enterprise cannot deny or stop to provide service to AFMI Library if both parties comply with all the terms & conditions mentioned on the contract.

C. Software Details

SLiMS compatible latest version will be installed on a rented shared hosting server. All the modules of SLiMS including Bibliography, Membership and Circulation will be activated. Any previous data in MS Word/Excel will be migrated complementarily upon given the data in useable format. Necessary Trainings will be provided in both physical and online mode. Standard support service will also be provided.

D. Pricing

The following pricing is applicable for the project (without VAT and IT):

Sl	Description of Work	Amount
1	Hosting and domain procurement <i>(Hosting procured by Ananna Enterprise, Standard storage and bandwidth for running the system, upto 1GB of ebooks)</i>	35,000.00
2	i. Hosting preparation ii. SLiMS Software installation and basic customization iii. Digital Library and Institutional Repository setup	95,000.00
3	Training of the library staff (3 persons, 4 sessions)	20,000.00
4	Annual support service <i>(Worth of 24,000/- complementary with hosting)</i>	0.00
5	Data migration (if any) <i>(Worth of 20,000/- complementary from us for one time)</i>	0.00
Total		1,50,000.00
Vat (15%) & IT (3%)		27,000.00
Grand Total		=1,77,000.00

(Taka One Lac Seventy-Seven Thousand Taka only.)

E. Renewal Fee

From the Second (2nd) year, annual service (domain and hosting) renewal fee is applicable. The fee is decided as Tk. 30,000/- (Thirty Thousand) including VAT and Tax, up to 3rd year. It may be continued on the following years. This fee includes all kinds of hosting and software related support and backup service except any customization.

In case of price change due to dollar rate, cPanel, hosting and domain price increase worldwide or any alike circumstances, the fee may be revised as per mutual understanding of both parties.

F. Payment Schedule:

Within one week of the work order, 50% of the payment shall be made to the First Party by the Second Party. Following the successful completion of software installation, training, and proper working for at least two weeks, the rest (50%) payment will be made.

G. Payment Procedure

Any of the following options can be used to make payment:

- i. Cash payment to our representative.
- ii. Cheque payment in favour of 'Ananna Enterprise' or nominated name.

G. Terms and Conditions

1. **VAT and Taxes** are included in the quotation and can be deducted by AFMI during the payment.
2. **First Party** shall not procure and install any hardware.
3. The **Second Party** shall provide the subdomain name and configure the domain as necessary. If, new domain is used, the second party shall approve the name as on availability.
4. Extended support service and hosting renewal fee is needed to be paid from second year as per the rate. Otherwise, the software will not be available to access.
5. The service renewal fee must be paid to the first party by the second party before one month of the expiry date.
6. One representative from the library/IT department should be nominated to coordinate with the **First Party** during the project period.
7. Best support service will be ensured by **First Party** and **Second Party** will ensure support & availability of system users.
8. Installations & Training will be done based on mutual decision by the both party.
9. Standard Training will be provided by **First Party** so that Second Party can run the system for Bibliographic entry, member and circulation.
10. The **Second Party** shall solve any issues arise regarding the computer, printer, hardware, networking and internet issues.
11. **First Party** shall not be liable for any network issues.
12. **First Party** is not liable for any service interruption due to country law as well as BTRC related issues.
13. **First Party** will provide online-based support service. Physical support service may be arranged upon mutual discussion on urgency.
14. Support request should be sent from **Second Party** through email.
15. **Second Party** reserves the right to terminate this contract, or any part, for cause in the event of any defaults by the **First Party**.
16. Amendment in the terms and conditions of this contract may be made only by written amendment issued by **Second Party** after mutual discussion.

17. **First Party** agrees to treat all information provided by **Second Party** or gathered during the course of providing services as confidential and privileged and to not publish or disseminate such information or otherwise share such information with any third party without the written consent of **Second Party**.
18. In no event shall **Second Party** be liable to the **First Party** for payments for any extra work that **First Party** performs in addition to that required under this contract unless the **First Party** such work by written directive of **Second Party**, and unless the contract is amended accordingly.
19. **Second Party** is solely liable for any copyright related contents/issues and **First Party** is not involved in this regard by any means.
20. Major upgradation of SLiMS (Library Automation Software) may require additional charge, if arise in future.
21. Any disruption to the service regarding natural calamities, political unrest, war or any other Force Majeure event blocking the performance of Contract would be considerable.
22. Both the parties hereby agree that this Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings between the parties with respect to the handling of Confidential Information, whether written, oral, visual, audio or in any other medium whatsoever.

H. Consideration

All the features and functionality is completely as of released by SLiMS. Rented hosting may have some limitations like features, storage, bandwidth and etc.

This agreement is made in duplicate

On behalf of First Party	On behalf of Second Party
NISHAT NABILA Project Manager Ananna Enterprise Dhaka, Bangladesh	MAJ MD. MOZAKKERUL AL-AMIN MPH, Adjutant Armed Forces Medical Institute (AFMI) Dhaka, Bangladesh