

GOVERNOR'S SECRETARIAT, ASSAM
RAJ BHAVAN : GUWAHATI-781001.

URGENT

December 09, 2020

No.GSA.38/2019/57

From : **Shri Pankaj Thakur,**
Joint Secretary, Governor's Secretariat,
Assam, Raj Bhavan, Guwahati-1

To : **The Registrar,**
Gauhati University,
Jalukbari, Guwahati-14

Sub : Establishment of Digital Library at Raj Bhavan, Assam.

Sir,

With reference to the above, I am directed to enclose herewith copy of the Agreement signed on **08th December, 2020** between Raj Bhavan, Assam represented by Addl. Secretary to Governor, Assam and Department of Library and Information Science, Gauhati University represented by Registrar, Gauhati University in connection with creation of Digital Library at Raj Bhavan, Guwahati.

You are further requested to take necessary arrangements for furnishing the bill to this office in connection with the project as per the terms of the agreement for release of the initial payment from this end for the current financial year at the earliest. The Bill for the next financial year may be submitted in the month of April, 2021.

This is for your kind information and necessary action.

Yours faithfully,

Enclo : As stated.

/

(Pankaj Thakur)

Joint Secretary, Governor's Secretariat,
Assam, Raj Bhavan, Guwahati-1

December 09 , 2020

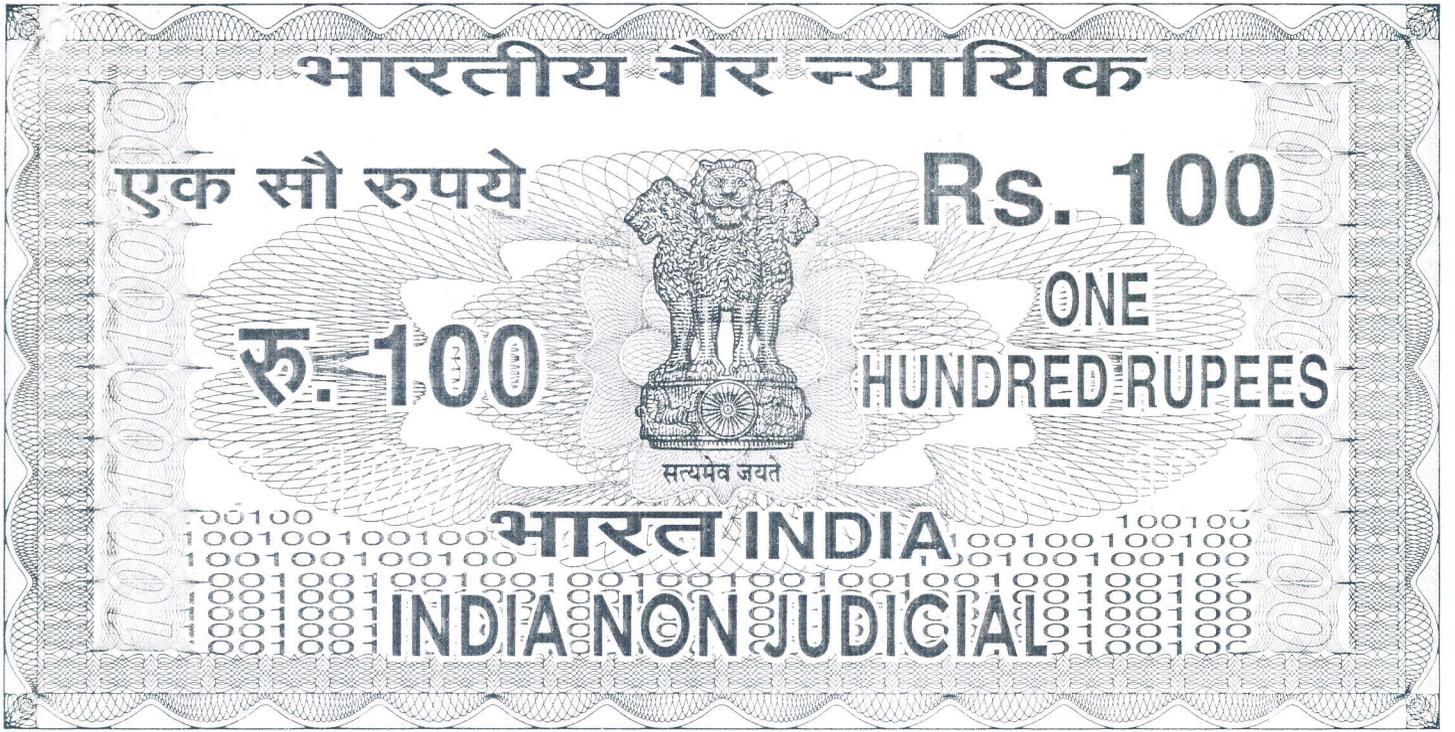
Memo No. No.GSA.38/2019/57-A,

Copy to:

1. Smti. Swapna Dutta Deka, ACS, Addl. Secretary to Governor, Assam, Raj Bhavan, Guwahati-1.
- ✓ 2. Dr. Sanjay Kumar Singh, Professor & Head, Department of Library and Information Science, Gauhati University, Jalukbari, Guwahati-14.
3. Concerned file.


(Pankaj Thakur)

Joint Secretary, Governor's Secretariat,
Assam, Raj Bhavan, Guwahati-1



असम ASSAM

D 735791

AGREEMENT

This Deed of Agreement is made on this 08th day of December, 2020 at Guwahati

-BETWEEN-

Governor's Secretariat, Assam, Raj Bhavan, Guwahati represented by Addl. Secretary to The Governor, Assam, here-in-after called the First Part;

-AND-

Department of Library and Information Science, Gauhati University represented by the Registrar, Gauhati University here-in-after called the Second Party.

Whereas First Party has requested the Second Party (representing the Gauhati University and more particularly Department of Library and Information Sciences, The Gauhati University, Guwahati) for installation of equipments and initial set up of the Digital Library at Raj Bhavan, Guwahati.

And whereas in pursuant to the acceptance of the offer, the parties hereto are desirous of entering into an agreement between above presents on the various terms and conditions herein after appearing.

Sirapan Datta Debn

Cheranta K. Kall

Now in consideration of the premises, it is hereby agreed by and between the parties hereto as follows:-

This deed of agreement witnesses as follows:

- (a) The second Party will undertake the required Commissioning & Installation of the Equipment, SOUL Library Management Software developed by INFLIBNET for creation and maintenance of bibliographic information, facilitate easy storage and retrieval of the documents, physical process and arrangements of Books and other documents and maintain records of the documents in internationally accepted standard, installation of DSpace software, hosting of the database in the Cloud Server provided by INFLIBNET Centre.
- (b) The Second Party shall engage necessary qualified professional(s) for one year or till the project continues whichever is earlier.
- (c) The first party will provide Logo, Banner, ColorScheme etc. for the DSpace software.
- (d) The second party agreed to undertake the project and the first party will make payment to the second party an amount of Rs. 9,08,880/ (Rupees Nine Lakh, eight thousand eight hundreds and eighty) only plus GST wherever applicable towards the Creation for the Digital Library (details in Annexure A herewith).
- (e) The second party shall provide Annual Maintenance work for a period of five years after completion of the project at an estimated cost of Rs.1,00,000.00 (Rupees One Lakh) only per annum.
- (f) The First Party shall not be liable for any loss, damage, theft burglary or robbery of any personnel belongings, equipment or vehicles of the personnel of the Second Party.
- (g) The personnel deployed should be polite, cordial, positive and efficient while handling the assigned work and shall promote good will and enhance the image of this office.
- (h) The personnel deployed shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/secret nature.
- (i) The Second Party's personnel shall not be entitled to any benefit/compensation/absorption/regularization of service from the First Party.
- (j) The Second Party shall engage the necessary personnel as required by the First Party from time to time. The said personnel engaged by the Second Party shall be the personnel engaged/employees of the Second Party and it shall be the duty of the Second Party to pay their remuneration every month out of fund received for the purpose.
- (k) The transportation, food, medical and other statutory requirement in respect of personnel of the Second Party shall be the sole responsibility of the Second Party.
- (l) The character antecedents of each of the personnel of the Second Party will be verified by the Second Party before their deployment and a verification certificate from the local Police Station is to be submitted to the First Party.

Signature Datta Debnath

(Signature of Mr. Kanta)

- (m) Working hours will be normally eight hours per day during working days including half an hour lunch break.
- (n) The personnel may be called on any day other than working day depending upon exigencies i.e. Saturdays, Sundays and other gazette holidays if required.
- (o) The Second Party shall provide a substitute if any of the deployed personnel remain absent from duty for long period.
- (p) The Second Party shall be available for contact at all times, and receipt of message send by email/fax/special messenger from the First Party to the Second Party shall be acknowledged immediately.
- (q) The First Party (including its assigns/agencies/employees) in particular the Deputy Secretary/Under Secretary/Superintendent of Governor's Secretariat, Assam shall reserve the right to oversee/supervise/monitor the work performance of the personnel engaged by the Second Party.
- (r) In case of any requirement, the agreement may be extended by mutual consent.
- (s) In case of any requirement the agreement may be terminated by any Party with an advance notice of atleast 3 months in advance.
- (t) The work will be started by the Second Party immediately after the release of the payment as mentioned in (d) above, if required for the financial year 2020-21 initially. The rest of the amount will be released by the First Party on demand depending on progress of work.
- (u) In case of any dispute or disagreement, it may be settled by mutual discussion, any unsettled dispute warranting legal recourse shall be subject to the jurisdiction of Gauhati Court only.

In Witness whereof both parties hereto have signed this deed of agreement and subscribed their respective hands and seal the day, month and year first stated herein above.

(Hemanta Kr. Mishra)

(Hemanta Kr. Mishra)

For and on behalf of The Second Party
গুৱাহাটী বিশ্ববিদ্যালয়, গুৱাহাটী-১৫

Witnesses: Registrar
Gauhati University, Guwahati-14

1. *(Sanjay Kumar Singh)*
2. *(Pankaj Thakur)*
3. *(Munishwar Saha)*

(Sudipa Saha Deba)

For and on behalf of The First Party
Addl. Secretary to the Governor,
Assam, Raj Bhavan, Guwahati-