



असम ASSAM

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THIS AGREEMENT ("Tripartite Agreement") is made and entered into at Delhi on 24th February, 2021 by and between:

North East Centre for Technology Application & Reach (NECTAR), an Autonomous Organization under Department of Science & Technology, 2nd floor, Vishwakarma Bhawan, Shaheed Jeet Singh Marg, New Delhi - 110016 hereafter referred to as "NECTAR" and as "1st Party" which expression shall mean and include its associates, affiliates and assigns of 1st part.

And

Nowgong Girls' College, Nagaon...PIN...782002....., hereinafter referred to as "Nowgong Girls' College" and as "2nd Party" which expression shall mean and include its successors and assign of 2nd Part

And

B.N. College, Dhubri; Assam...PIN...783324....., hereinafter referred to as "B. N. College" and as "3rd Party" which expression shall mean and include its successors and assign of 3rd part.

And

Both 2nd and 3rd Parties are collectively referred as "Colleges".

DR. ARUN KUMAR SARMA

Director General

North East Centre for Technology Application and Reach
Department of Science and Technology, Govt. of India,
Vishwakarma Bhawan, Shaheed Jeet Singh Marg,
New Delhi - 110016

Principal
Nowgong Girls' College

Principal
B.N. College, Dhubri

WJS/JS
Jyoti Sarmah
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NAGAON : ASSAM

Sl. No. 9160 Date 24/02/20
Licence No. 1805 Dt. 21/05/19
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Signature *Borh*
Stamp Vendor, Nagaon

Principal

B'n College Diphu

DR. ARUN KUMAR SARMA
Director
North East Centre for
Department of Science
Vairakams

And

WHEREAS NECTAR is an autonomous Institution under Department of Science and Technology, Government of India, which indulges in the activities of providing financial assistance to promising technology based projects in North-East India on the stated objectives of Technology Outreach and Services Scheme (TOSS) of NECTAR. Project is based on "Technology Demonstration and Induction" TOSS components. NECTAR has decided to enter into an agreement exclusively with both the Colleges i.e., "Nowgong Girls' College" and "B.N College" for a period of 36 Months starting from the signing of this Tripartite Agreement and it may be extended till 6 months if encountered with any exigencies on project execution. This Agreement is based on the stated objectives of **Technology Outreach and Service Scheme (TOSS) of NECTAR.**

[Handwritten Signature]
Principal
Nowgong Girls' College
Assam

WHEREAS the Colleges, i.e., "Nowgong Girls' College" and "B.N. College" in consideration of the respective payments to be made to both the parties, are desirous to set up the Labs at premises of the Colleges with s/w and h/w components as mentioned at Para 3 below and to work mutually on setting up of Language and multimedia Hosting Server at Nowgong Girls' College with Client system at B.N College, both, under assistance from NECTAR for project titled as 'Setting up of E-Language & Multimedia Lab through Wide Area Network/Cloud based server at Nowgong Girls' College'.

1. Now in consideration of the payment envisaged to the Colleges as hereinafter provided, it is hereby mutually agreed by and between the two parties hereto as under based on the following **objectives** are proposed to:
 - i. To develop a setup for Human-resource development through advance Language learning system basically English Language and Carrier oriented Multimedia Applications Courses.
 - ii. To develop the maximum user involvement in the language learning Platform must be accessible over the web, where cloud based back-up server module is preferable.
 - iii. To smooth operation of the said project after testing and demonstration of the developed setup, both the colleges shall be responsible for coordinating each other and run the project at list three (3) continues years including implementing time of 02 months.

[Handwritten Signature]
Principal
B.N. College, Dhubri

[Handwritten Signature]

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iv. The project shall jointly be coordinated by NECTAR and the Colleges, with due mutual recognition to both in all publications etc. NECTAR will monitor and assist the project through its assigned technical and procurement guide-line.

v. The proposed-up gradation will lead to the up scaling of an offline module of the traditional language lab to a futuristic new technology enable e-language & multimedia lab with the involvement of a about 500 Nos users.

[Signature]
Principal
Nowgong Girls' College
Nagaon :: Assam

2. Specific recommendations to be followed by the Colleges:

- Apart from facilitating the lab for their students, both the Colleges shall develop some prototype module of working for non-profit revenue generation activity, and ensure that the said project will operate at self sustainable Running-Maintenance basis.
- Throughout this non-profit revenue modules generation process both the colleges also carefully find the possibilities for local entrepreneur development within the neighboring locality, where Education meets the Entrepreneurship and also develop a Self-employment Eco-system.
- NECTAR will not only provide the financial assistance but also provide technical know-how's and technical support for smooth running of the above IT facilities.
- The main server will be installed at Nowgong Girls' College, Nagaon and , same will be shared by B.N. College, Dhubri.

3. The approved budget of a total cost of Rs.25 lakhs is as per the following details:

#	Component Details of Nowgong Girls' College, Nagaon	Unit	Costing	Qty	Amount
1	Language Lab Platform Software 1+40 Consoles (500 Students)	Package	155800	1	155800
2	Hosting Server (LL Software)	No	260000	1	260000
3	NAS	No	65000	1	65000
4	SMART LED TOUCH PANEL (65")	No	247000	1	247000
5	4K CAMERA	No	58500	1	58500
6	DESKTOP PC	Nos	52000	10	520000
7	LAN Installation	Job	75000	1	75000
8	5 KVA UPS	No	95000	1	95000
					1476300

[Signature]
Principal
B.N.College, Dhubri

[Signature]

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Director General

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Department of Science and Technology, Govt. of India,
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#	Component Details of B. N. College, Dhubri	Unit	Costing	Qty	Amount
1	SMART LED TOUCH PANEL (65")	No	247000	1	247000
2	4K CAMERA	No	58500	1	58500
3	DESKTOP PC	Nos	52000	10	520000
4	LAN Installation	Job	75000	1	75000
5	5 KVA UPS	No	95000	1	95000
					995500

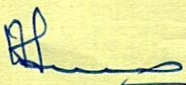
4. The duration of the project setup will be two months from the date of signing of MoU/release of first installment.
5. The type of assistance and payment mechanism would be Grant-in-aid with following schedule of installments: -
 - a) **Release of 50% of NECTAR share** to each Colleges out of total approved cost of projects (para 3), as mobilization advance, on signing of the MoU.
 - b) **Release of 30% of NECTAR share** to each colleges out of total approved cost of projects (point3), on submission of the progress report along with working model prototypes of the assigned work.
 - c) **Release of balance 20% NECTAR share** out of total cost of projects (point 3), on submission of final deliverable & fulfillment of Specific recommendation as indicated above with submission of Utilization Certificate.
6. It has been agreed by the Nowgong Girls' College and B. N. College that the disbursement of each installment will be made only after required work has been carried out by the college against the installments being released. The Format Utilization certificate will be provided by NECTAR Visiting Officials. Which will dully filled by the financial authority of the college after completion of the project.
7. The System integrator awarded through a multi-quoted procurement process will be responsible for timely completion of the project with the submission of final completion report.
8. Any additional costs above these figures indicated above will not be attributable to NECTAR.




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Principal
 B.N. College, Dhubri

9. The Project Monitoring and Evaluation will be done by NECTAR as per the mode of ways documented in TOSS. The Colleges will present its Progress Report every 3 months whereas it will keep on updated on the progress at each stage.
10. Entire Agreement: This agreement shall be the sole repository of the terms agreed to between the parties and no amendment thereof shall take effect and will be binding on NECTAR unless such amendment is authorized by NECTAR and is recorded in writing and signed by the Colleges and NECTAR.
11. The project will be implemented by the Colleges following the provisions of this tripartite agreement with mutual obligations from all parties. Should the Colleges not implement the project following the provisions of this agreement in the manner agreed upon, or within the stipulated time, NECTAR may terminate the project and freeze further release of funds. In the event of premature termination of the MOU, the Colleges agree to remit the unspent amount of the project to NECTAR within 15 days of the effective termination date.
12. Arbitration and Jurisdiction: If any dispute or difference whatsoever arises between the Parties as to the construction, interpretation, effect, and implications of any provision of this agreement, such disputes or differences shall be referred to the "Sole Arbitration" appointed by mutual consent of parties within 30 days of the dispute arises between the parties. The Arbitration shall be subject to the Arbitration and Conciliation Act, 1996 as may be amended from time to time. In case, the parties are not mutually agreed for Sole Arbitrator, then any party shall approach DIAC (Delhi International Arbitration Centre), Delhi High Court Campus, Shershah Road, New Delhi- 110003 for the appointment of 'Sole Arbitrator'. The Arbitration Centre will appoint the Sole Arbitrator and will conduct the arbitration proceedings in accordance with its rules and conduct of Arbitration proceedings then in force and applicable from time to time. The proceedings shall be undertaken in English. The arbitration award shall be final and binding on the parties.
13. The venue of Arbitration & Jurisdiction will be at Delhi court.
14. In witness thereof the parties hereto have set and subscribed their respective hands and seals on the day and year first hereinabove written.

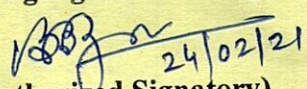
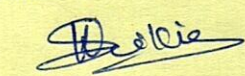
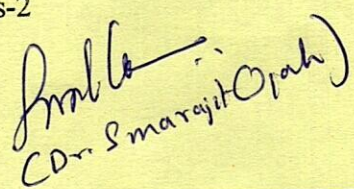
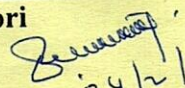
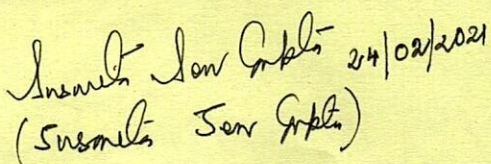
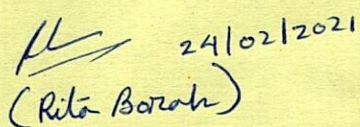

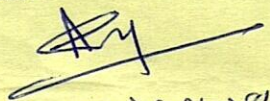
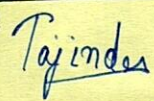


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New Delhi - 110016


Principal
B.N. College, Dhubri


Principal
B.N. College, Dhubri

Signed and delivered by the under mentioned

Nowgong Girls' College, Nagaon  24/02/21 (Authorized Signatory)		Principal Nowgong Girls' College Nagaon :: Assam
Witness-1  Kulen Seelkie	Witness-2  CDr. Smarajit Borah	
B. N. College, Dhubri  24/2/2021 (Authorized Signatory)		Principal B.N.College, Dhubri:
Witness-1  24/02/2021 (Susemela Jora Gupta)	Witness-2  24/02/2021 (Rita Borah)	
NECTAR  (Authorized Signatory)		DR. ARUN KUMAR SARMA Director General North East Centre for Technology Application and Reach Department of Science and Technology, Govt. of India, Vishwakarma Bhawan, Shaheed Jeei Singh Marg, New Delhi - 110016
Witness-1  Ankit Shrivastava Project Engineer NECTAR	Witness-2  Tajinder Kaur Project Officer NECTAR	