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**DEED OF AGREEMENT FOR INSTALATION, SETUP, AND MAINTENANCE SUPPORT OF INTEGRATED LIBRARY MANAGEMENT SYSTEM (IMPLEMENTATION OF KOHA, DSPACE, VUFIND AND DRUPAL) FOR CENTRAL LIBRARY OF MILITARY INSTITUTE OF SCIENCE AND TECHNOLOGY (MIST)**

This agreement is made for Installation, Setup, and Maintenance Support of "Integrated Library Management System (Implementation of Koha (Library Management Software), Dspace (Digital Institutional Repository), Vufind (Discovery Tool) and Drupal (Content Management System))" for Central Library of Military Institute of Science and Technology (MIST) on the 12<sup>th</sup> June 2013 A.D.

BETWEEN

Military Institute of Science and Technology (MIST), Mirpur Cantonment, Dhaka-1216, Bangladesh represented by Commandant, MIST, Dhaka, herein after referred to as the "FIRST PARTY", which expression shall unless repugnant to the context shall mean and include its successors, legal representatives and assigns of the ONE PART;

AND

BRAC University, having its Head office at 66 Mohakhali, Dhaka-1212, Bangladesh represented by Professor Ainun Nishat, Vice Chancellor, BRAC University herein after referred to as the "SECOND PARTY", which expression, unless repugnant to the context, shall mean and include its successors, legal representative and assigns of the OTHER PART.

SECOND PARTY has the professionally skilled personnel, resources, etc, and agreed to provide with Installation, Setup, and Maintenance Support of the System on the Terms and Conditions set forth in this Contract;

AND

Since FIRST PARTY has the requirements of above mentioned services under the following Terms and Conditions;

NOW THEREFORE

BOTH PARTIES hereby agree on following Terms and Conditions, and commit themselves to execute them under this Contract.

**TERMS AND CONDITIONS**

1. **General Functional Features.** The System shall generally include (but not limited to) following functional features:
  - a. The system must support both Bengali (Unicode) and English.
  - b. The system should be flexible enough to adapt to foreseeable business changes so that the user will have control of its operations without requiring the need to revamp the entire systems.
  - c. The system will be restricted and password protected. Only verified data can be shown in the reports. The data which are not verified yet by the authentic and nominated user will never be published in the reports to the web-portal.
  - d. The system Access will be as follows:
    - i) General Users (All);
    - ii) Members Only;
    - iii) Administration Only.
  - e. Provision for historical data entry facilities.
2. **Functional Modules.** The System will be implemented as a whole with following Functional Modules (but not limited to):
  - a. BRAC University will be provided library portal of online interface for member and visitors in the following areas-library general information, member login, resource searching, resource booking etc.
  - b. Development of OPAC (Online Public Access Catalogue).
  - c. Digital stock taking, fine calculation, storage, retrieval, borrowing, book compiling etc.



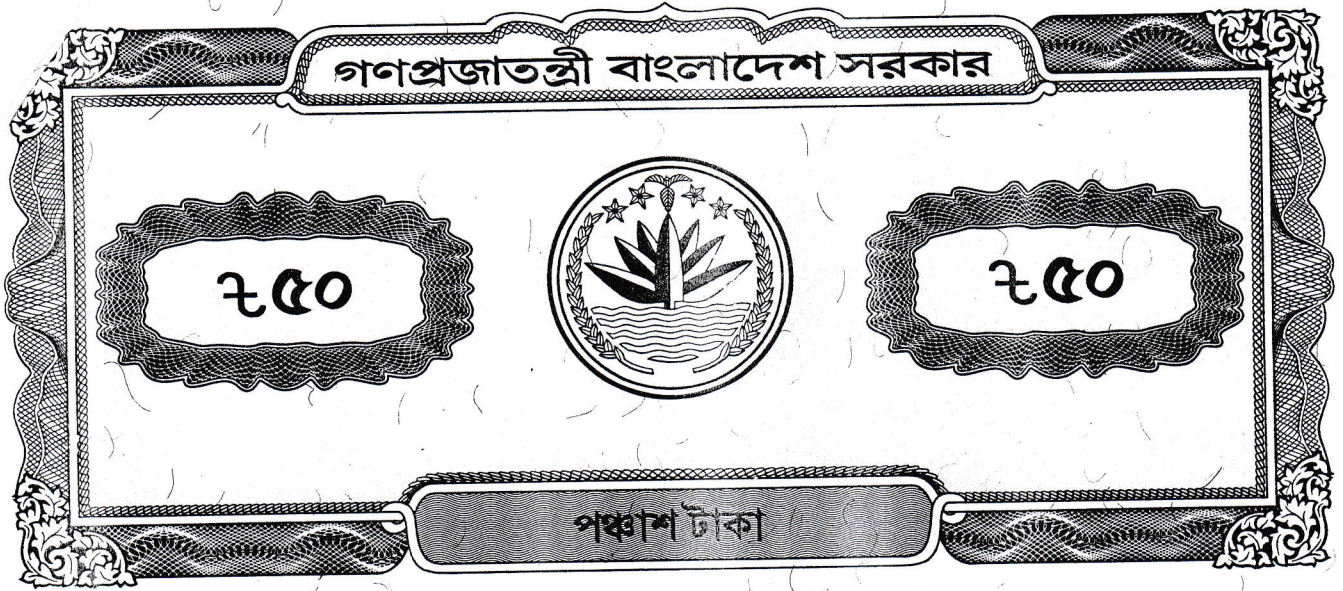
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- Integrate updated knowledge and current techniques for dissemination of information especially in borrowing reading materials.
- Provide easy access to students through electronically available OPAC in MIST website.
- Enhance inter library cooperation.
- Creating OPAC for searching, booking and downloading e-resources.
- Enhance E-Journal Access facilities.
- BRAC University will develop a web panel through which this system will be able to send Messages to all library users.
- System Administration and Security Management including data back facility.
- Reports for Administrator and Users.

3. **Activity Schedule/Timeline.** The setup and implementation activities shall be as follows:

Ser	Description of Work	Duration			Total Days
		Development	Implementation	Training	
01	Installation of OS (Linux-Debian) and Koha (Library Management Software) including Training.	07 Days	04 Days	07 Days	18 Days
02	Training on MARK 21 & MARK 21 Edit.	-	-	05 Days	05 Days
03	Implementation of Drupal (CMS) & VuFind for creating MIST Central Library WEB INTERFACE (as approved by the concern authority)	45 Days	05 Days	04 Days	54 Days
04	Implementation of Vufind (an efficient discovery tool) in MIST Central Library WEB portal (as approved by the concern authority)	07 Days	05 Days	04 Days	16 Days
04	Implementation of Dspace digital depository system for MIST Central Library.	07 Days	03 Days	04 Days	14 Days

- Hardware Requirements.** Hardware will be provided to **SECOND PARTY** by **FIRST PARTY** as per requirements. To facilitate the installation, **FIRST PARTY** will provide following Hardware as per requirement to **SECOND PARTY**:
  - Server-02(Two);
  - Desktop Computer-07(Seven) for Processing & Classification Section, and Circulation & Lending Section;
  - Laptop-01(One) for Administrative work;
  - Flatbed Scanner-01(One);
  - Handheld Barcode Scanner-02 (Two);
  - Thermal Printer-01(One) for receipt;
  - Barcode Level Printer-01(One)
- Project Implementation Committee.** Project implementation committee will be formed consisting of 9 members (4xMember from the **SECOND PARTY** and 5xMember from the **FIRST PARTY**). Personnel from the **SECOND PARTY** are mainly responsible for ensuring quality of services during design, development, implementation, and maintenance support service & personnel from the **FIRST PARTY** are responsible for providing all sorts of data & ideas during all phases of the software implementation.



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**Committee will be as follows:**

- a. President : BA-3630 Lt Col Kazia Abu Taher, psc, te  
CSE Dept
- Members (MIST) :1. BD/8681 Sqn Ldr Asaduzzaman, BAF  
GSO-2 (R&D Wing)  
2. P No. 10501 Maintenance Engr Md Azmal Hossain  
CSE Dept  
3. P No 10402 Librarian Md Moslem Uddin  
CSO-2 (R&D Wing)  
4. P No 10108 Asst Librarian Mst Nusrat Sultana  
CSO-3 (R&D Wing)
- Member (BU) :1. Hasina Afroz, Librarian  
Ayesha Abed Library, BRAC University  
2. Auninda Romy Saleque, Assistant System Programmer  
Ayesha Abed Library, BRAC University  
3. A. N.M. Sabbir, Assistant Librarian  
Ayesha Abed Library, BRAC University  
4. Asma Khatun, Assistant Librarian  
Ayesha Abed Library, BRAC University

**6. Testing and Acceptance Letter.**

- a. The acceptance testing should be completed within 02 (two) months from the date of implementation of the system. The **SECOND PARTY** will provide technical guidance such as, preparation of test plan, assistance in real data preparation during Acceptance Testing of the system.
- b. The **FIRST PARTY** will issue a written acceptance letter to the **SECOND PARTY** after successful acceptance testing.

**7. Training.**

- a. The **SECOND PARTY** will provide adequate training at a specified location (suggested by the **FIRST PARTY**) for the transfer of knowledge and proper use of proposed system to the **FIRST PARTY**. The objective of the training plan is to train the selected personnel so that they can administer/ maintain/ use the implemented application.
- b. Training manuals will be prepared for using the system as well as for administering the system. The documents will be written in such a format so that even a novice user can easily use the system.

**8. Warranty Services for Software.** The **SECOND PARTY** will provide 01 (one) year Warranty Service after successful implementation and deployment of the system. Under the program, professionals from the **SECOND PARTY** shall respond whenever the **FIRST PARTY** faces any problem with the system. Warranty services include the implementation of the updated version of Integrated Library Management System. During this tenure, the **SECOND PARTY** will entertain (but not limited to) the following services to the **FIRST PARTY**.

- a. Change/Update System Configuration with the updated version (if any);  
b. Fix any software errors, bugs, misconfiguration, and administration configuration;  
c. Debug system error messages and solve the problem;  
d. Performance monitoring, and disaster recovery (if any);  
e. Re-setup the whole system (if required).  
f. Professionals from the **SECOND PARTY** shall schedule a routine visits to the premises of **FIRST PARTY** between 1-5<sup>th</sup> day of each month for monitoring the functional activity of system.

**9. Maintenance and Support Service.** After warranty period, the **SECOND PARTY** will provide 3 (three) years maintenance and support service to the **FIRST PARTY** for smooth functioning of the system with payment which can be extended for future requirements. Under the program, professionals from the **SECOND PARTY** shall respond and take necessary action whenever the **FIRST PARTY** faces any problem with the system. Scope and payment for the services will as follows:

- a. Fix any software errors, bugs, misconfiguration, and administration configuration;  
b. Debug system error messages and solve the problem;



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- c. Disaster recovery (if any) and re-setup the whole system (if required)
- d. Payment for the services shall be **ON CALL** basis at a rate of **BDT 3,000.00 (Three thousand Only)** per call subject to the solution of the problem/ restore the system in full functioning.

10. **Deliverables.** The **SECOND PARTY** will provide following deliverables to the **FIRST PARTY**:

- a. User & Training Manual;
- b. Certificate to the Trainee;
- c. Complete Application in CD Media.

11. **Cost and Payment Schedules.** The detailed cost and payment schedules of the Project shall be as follows:

- a. **Cost for Setup and Implementation Phase.** Details of the cost as follows:

Ser	Name of Module/Services	Total Cost (BDT)
1.	Implementation of Integrated Library System-"Koha" and MARC 21 with adequate training for Library personnel	1,90,000.00
2.	Implementation of Institutional Repository System – "Dspace" with adequate training for Library personnel	55,000.00
3.	Implementation of Discovery Tool- "VuFind" with adequate training for Library personnel	25,000.00
4.	Implementation of Drupal with adequate training for Library personnel	45,000.00
<b>Total</b>		<b>3,15,000.00</b>
5.	VAT+IT (5%)	15,750.00
<b>Grand Total Cost of the Project</b>		<b>3,30,750.00</b>

- b. **Payment Schedule for Setup and Implementation of the System.** Payment will be made as per the following schedules:


Ser	Payment Schedule	% of Total Cost
1.	At the end of complete setup and implementation of the system	90% (BDT 2,83,500.00)
2.	After the Warranty Period	10% (BDT 31,500.00)
<b>Total</b>		<b>100%</b> <b>(BDT 3,15,000.00)</b>

12. **Ownership of the System.** The system components that will be installed at the premise of **FIRST PARTY** are owned by and are the property of the **FIRST PARTY (MIST)**. It shall not be transferred, used, leased, sold, demonstrated by the **SECOND PARTY** to any other party.
13. **Disputes and Remedies.** Any dispute arising out or relating to this agreement shall be resolved amicably under consensus between both the institutions on reasonable terms mutually agreed.
14. **Termination of the Project.** Either party may terminate the agreement by giving written notice to the other party, and such termination shall be effective 30 (Thirty) days after the receipt of such written notice.
15. **Force Majeure.** Neither party shall be liable for failure to perform any of their respective obligations hereunder when such failure is caused by or results from:
  - a. Strike, blacking, boycott or sanctions imposed by a sovereign nation or supra-national organization of sovereign nations, however incurred; or
  - b. Act of God, public enemies, authority of law or legislative or administrative measures (including the withdrawal of any government authorization required by either of the parties to carry out the terms of this Agreement), embargo,


- c. quarantine, riot, insurrection, a declared or undeclared war, state of war or belligerency of hazard or danger, incident thereto; or
  - d. Any other cause whatsoever beyond their respective control.
  - e. In the event one party is unable to perform its obligations as a consequence of any of the contingencies set forth in this Clause, and for the duration of such inability, the other party shall be relieved of its respective obligations; and provided that, if any such failure by either party shall persist for a period of six months or more, either party hereto may terminate this Agreement without liability for damages.
16. **Governing Laws.** This agreement shall be governed by and construed in accordance with the laws of The People's Republic of Bangladesh.
17. **Loss of Information.** Neither party shall be responsible for any loss or records or data during any procedures undertaken pursuant to this agreement, unless such loss is proven to have been intentionally or negligently-caused. Each party agrees to take all necessary steps to protect its information from any kind of loss.
18. **Damage to Facilities.** Neither party shall be responsible for any damage done to any of the other party's facilities, including computer equipment, unless such damage is proven to have been intentionally or negligently caused.
19. **Liquidity Damage.** Delay in completion of the work according to the satisfaction of the user, as well as payment for the work done must be avoided by concerned parties. However, both parties will be entitled to claim liquidity damage at the maximum aerate of .01% of the cost of the work every day.


The parties to this deed of Agreement i.e. representative of the **FIRST PARTY** and the representative of the **SECOND PARTY** have signed this Agreement on this 12<sup>th</sup> day of June 2013, in the presence of each other.

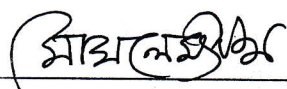
**For and on behalf of The FIRST PARTY**

  
**Col Asif Ahmed Ansari, afwc, psc**  
 Director Administration  
 Military Institute of Science and Technology(MIST)  
 Mirpur Cantonment, Dhaka-1216.

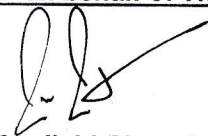
**Witness:**

01.   
**KAZI ABU TAHER**  
 Lt Col  
 Instructor Class A  
 CSE Dept, MIST  
 Mirpur Cantt. Dhaka-1216

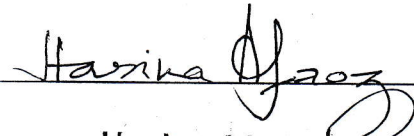
02.   
**Md. Azmal Hossain**  
 Maintenance Engineer  
 MIST, Mirpur Cantonment  
 Dhaka


03.   
**MD. MOSLEM UDDIN**  
 Librarian (CSO-2)  
 Research and Development Wing  
 Military Institute of Science and Technology  
 Mirpur Cantonment, Dhaka-1216

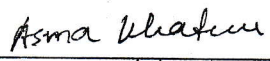
**For and on behalf of The SECOND PARTY**

  
**Mr. Ishfaq Ilahi Choudhury**  
 Registrar  
 BRAC University  
 Mohakali, Dhaka-1212.

**Witness:**

01.   
**Hasina Afroz**  
 Librarian  
 Ayesha Abed Library  
 BRAC University

02.   
**Aninda Romy Saleque**  
 Asst. System Programmer

03.   
**Asma Khatun**  
 Assistant Librarian.