

ERP SOFTWARE IMPLEMENTATION & INSTALLATION AGREEMENT

This ERP Software Implementation & Installation Agreement ("Agreement") is entered into between: **TENSILE-INDIA, a Business Solution Provider**, hereinafter referred to as the **"Consultant"**,

AND

_____ a **[Manufacturing / Trading / Other]** company, having its registered office at _____, hereinafter referred to as the **"Client."**

The Consultant and the Client shall collectively be referred to as the **"Parties."**

1. PURPOSE

The purpose of this Agreement is to define the terms and conditions under which the Consultant shall provide ERP software consulting, installation, configuration, implementation, customization, testing, training, and deployment services for the Client.

The ERP implementation may include modules such as Finance & Accounts, Sales, Purchase, Inventory, Production, CRM, HR, Payroll, Projects, Reporting, and other modules as mutually agreed.

2. SCOPE OF SERVICES

The Consultant's services may include:

- Understanding and documenting the Client's business processes and requirements.
- Assessing and recommending suitable ERP software and modules.
- ERP installation and system configuration.
- Configuration of users, roles, permissions, workflows, and approval processes.
- Assistance with master data and data migration.
- Customization and integration, where agreed.
- System testing and implementation support.
- User training and operational guidance.
- Go-live and deployment assistance.
- Preparation and submission of the Project Report.
- Post-implementation support as mutually agreed.
- Configuration of management reports, dashboards, analytics, and business insights, as required.
- Integration/implementation of AI-based features & functionalities, where technically feasible.
- Post-implementation support, & process improvement as mutually agreed.

The detailed scope of work, ERP software, modules, customization, integrations, deliverables, and implementation plan shall be mutually agreed upon by the Parties.

3. IMPLEMENTATION PERIOD

The expected implementation period shall be **three (3) months to Six (6) months**, depending on the ERP software selected, number of modules, customization requirements, data migration, integrations, availability of Client personnel, and overall project complexity.

The timeline may be extended by mutual agreement where additional requirements, changes in scope, delays in providing information/data, or circumstances beyond the Consultant's reasonable control affect the implementation.

4. PROJECT COST & PAYMENT TERMS

The total project cost shall depend on the ERP software selected, scope of work, number of modules, customization, implementation requirements, and time and resources required.

The final project cost shall be discussed and mutually agreed upon by the Parties before commencement of the implementation. Payment shall be made as follows:

a) 25% Advance

25% of the total agreed project cost shall be paid in advance upon signing of Project Report and before commencement of the implementation.

b) 50% at Project Stage

50% of the total agreed project cost shall be payable upon completion of the mutually agreed major implementation stage or upon reaching 50% of the agreed project duration, whichever occurs earlier.

c) 25% Before Handover

The remaining 25% shall be payable before final system handover and completion of the implementation.

All payments made under this Agreement shall be **non-refundable** once the corresponding services or implementation work has commenced. Any additional work, customization, module, integration, or requirement outside the agreed scope may be charged separately upon mutual agreement.

ERP licence/subscription fees, hosting, third-party software, hardware, cloud services, integrations, or other external charges shall be borne by the Client.

5. PROJECT REPORT

The Consultant shall prepare and submit a **Project Report** covering all the agreed requirements, proposed ERP implementation approach, scope, implementation stages, and other relevant project details.

The Project Report shall be prepared based on the information & requirements provided by the Client.

The Project Report fee shall be **INR 10,000 (Rupees Ten Thousand only)** and shall be payable upon signing of this Agreement.

6. CLIENT RESPONSIBILITIES

The Client shall provide timely access to relevant personnel, information, documents, business processes, data, systems, and other resources reasonably required for the implementation.

The Client shall ensure the availability of appropriate personnel for discussions, testing, approvals, training, and decision-making. Any delay arising from the Client's failure to provide the required information, approvals, access, data, personnel, or other necessary resources in a timely manner may result in an extension of the implementation timeline, may also lead to additional costs, as mutually agreed between the Parties.

7. CHANGE IN SCOPE

Any additional module, customization, integration, report, workflow, functionality, or other requirement requested outside the agreed scope shall be treated as a **Change Request**. Additional time & cost, where applicable, shall be discussed and mutually agreed upon before such additional work is undertaken.

8. CONFIDENTIALITY

Both Parties shall maintain the confidentiality of all business, financial, technical, operational, customer, employee & other confidential information received during the course of the engagement. The Consultant shall use such information solely for the purpose of providing the agreed services.

9. TRAINING & HANDOVER

The Consultant shall provide reasonable training and implementation guidance to the Client's designated personnel as included in the agreed scope. Final system handover shall be undertaken after completion of the agreed implementation activities and receipt of all outstanding payments.

10. SUPPORT & LIMITATION OF RESPONSIBILITY

Post-go-live support, maintenance, and additional consulting services shall be provided according to the mutually agreed scope and commercial terms.

The Consultant shall not be responsible for failures, downtime, data loss, defects, or limitations arising from third-party ERP software providers, hosting providers, hardware, internet/network infrastructure, or inaccurate or incomplete information supplied by the Client.

11. TERMINATION

Either Party may terminate this Agreement by providing **30 days' written notice** to the other Party.

Either Party may terminate this Agreement with immediate effect in case of material breach, fraud, unlawful conduct, insolvency, or serious misconduct by the other Party.

Upon termination, the Client shall pay all amounts due for services performed and expenses incurred up to the effective date of termination. Payments already made shall remain **non-refundable**.

12. DISPUTE RESOLUTION & JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws in force in India.

In the event of any dispute arising out of or in connection with this Agreement, the same shall be settled by binding arbitration conducted by a sole arbitrator appointed by the Company, in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.

The language of the arbitration shall be English.

The venue and seat of arbitration shall be Haryana, India, and this Agreement shall be subject to the jurisdiction of the Punjab and Haryana High Court at Chandigarh, India.

13. AI FEATURES

Where required and technically feasible, the Consultant may provide or facilitate the integration of AI-based features and functionalities within the ERP system, based on the Client's business requirements.

Any AI features, third-party AI services, subscriptions, API charges, customization, development, or additional implementation requirements shall be subject to separate discussion, scope, and commercial terms agreed upon by the Parties.

GENERAL

Any amendment or modification to this Agreement shall be valid only if mutually agreed upon by the Parties in writing. This Agreement, together with any mutually agreed proposal, quotation, Statement of Work, or implementation plan, constitutes the understanding between the Parties concerning the ERP implementation services.

SIGNATURES

For TENSILE-INDIA	For _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Company Stamp: _____	Company Stamp: _____