



सत्यमेव जयते

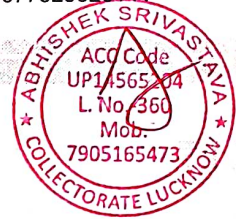
INDIA NON JUDICIAL



IN-UP41467782582014V

Government of Uttar Pradesh

e-Stamp



Certificate No.

: IN-UP41467782582014V

Certificate Issued Date

: 13-Oct-2023 11:48 AM

Account Reference

: NEWIMPACC (SV)/ up14565204/ LUCKNOW SADAR/ UP-LKN

Unique Doc. Reference

: SUBIN-UPUP1456520478611103690728V

Purchased by

: UPDESCO

Description of Document

: Article 5 Agreement or Memorandum of an agreement

Property Description

: Not Applicable

Consideration Price (Rs.)

:

First Party

: REC BANDA

Second Party

: UPDESCO

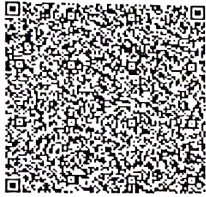
Stamp Duty Paid By

: UPDESCO

Stamp Duty Amount(Rs.)

: 100  
(One Hundred only)

सत्यमेव जयते



₹100

Please write or type below this line

IN-UP41467782582014V

*Asst. Secy*  
कुलसचिव  
राजकीय इन्फ्रीनियरिंग कारो ज  
बोदा (उ०प्र०)

*V.B. Manj*  
(वी०क० नौरी)  
प्रबंधक (प्रभाली)  
यूपीडेस्क

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate. In case of any discrepancy please inform the Competent Authority.



## Memorandum of Understanding

This Agreement/Contract is made on 15<sup>th</sup> Day of December 2023 between Rajkiya Engineering College Banda (here forth referred to as REC Banda) having its registered office at Banda through its Registrar as 1<sup>st</sup> Party and Uttar Pradesh Development Systems Corporation Limited (here forth referred to as UPDESCO) having its office at 2<sup>nd</sup> Floor, UPTRON Building, Near Gomti Barage, Gomti Nagar, Lucknow through its Manager (System) as 2<sup>nd</sup> Party.

Whereas UPDESCO has been engaged for **Annual Maintenance of various Web Based Software Applications** via Work Order Ref. No. रा.इंजी.का.-बाँदा/रजि./2023-1915 dated 16.08.2023 issued by REC Banda.

As per the Scope of Work, Rates and Payment Terms mentioned in this agreement and on the other terms and conditions contained herein, it has been agreed between hereto follows :

### 1.0 SCOPE OF WORK

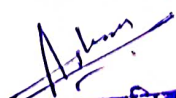
- 1.1 Attending the problems coming from time to time to the users of the application on phone and email.
- 1.2 Doing minor changes in the application as and when required by the organization.
- 1.3 Monitoring the application for missing data input.
- 1.4 Fixing any problem in the application if any.
- 1.5 Managing the Application and Database.
- 1.6 Providing re-training to the new staff from time-to-time

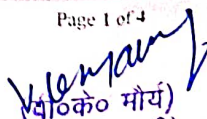
### 2.0 ESTIMATED COST

Annual Maintenance of following Web Based Software Modules for the period 06.06.2023 to 05.06.2024 :

Sl. No.	Particulars	Amount Per Year (Rs.)
2.1	AMC of Online Students Registration	58,300.00
2.2	AMC of Fees Submission System with payment Gateway	58,300.00
2.3	AMC of Course / Subject Master Management	22,110.00
2.4	AMC of Faculty Registration Login & Course Mapping System	52,470.00
2.5	AMC of Student Login Management and Information System	55,110.00
2.6	AMC of Attendance Assignment Class Test Sessional Marks & Lecture Notes Uploading System	57,970.00
2.7	AMC of Personnel Information System (HR)	58,190.00
2.8	AMC of Payroll with GPF & CPF	64,130.00
2.9	AMC of Budget and Financial Accounting System	77,990.00
2.10	AMC of Purchase Stores Inventory and Asset Management Systems	1,03,290.00
2.11	AMC of Letter and File Tracking System	56,650.00

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**कुलसचिव**  
 राजकीय इंजीनियरिंग कालेज  
 बाँदा (उ०प्र०)


  
**प्रबंधक (प्रणाली)**  
 यूपीडिस्कॉ

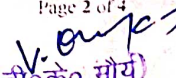
Sl. No.	Particulars	Amount Per Year (Rs.)
2.12	AMC of Hostel and Mess Management System	22,440.00
2.13	AMC of Training and Placement Management System	58,190.00
2.14	AMC of Alumni Module	79,310.00
2.15	AMC of Communication System with SMS integration	37,290.00
2.16	Setting up and Operation of Helpdesk (per annum)	28,270.00
2.17	Web Server Space 5 GB on Semi-Dedicated Secured platform on Windows 2012 Server with MS SQL 2008 support and sufficient resources	49,500.00
2.18	<b>Sub Total</b>	<b>9,39,510.00</b>
2.19	CGST@9%	84,555.90
2.20	SGST@9%	84,555.90
2.21	<b>GRAND TOTAL (Round off)</b>	<b>11,08,622.00</b>

### 3.0 TERMS & CONDITIONS

#### 3.1 Validity:

- All the work of AMC of Web Based Software Applications shall be carried out strictly in accordance with the specifications, instructions, data sheets/other documents and to the entire satisfaction and approval of Director, REC Banda.
- If the performance of AMC of Web Based Software Applications Work will not be satisfactory then REC Banda will have the right to cancel the AMC of Web Based Software Applications Work with a notice by Director, REC Banda and there will not any claim made by UPDESCO.
- All the work of AMC of Web Based Software Applications Work pursuant to the contract are guaranteed to be of the best quality of their respective kind (unless otherwise specifically authorised in writing by the Rajkiya Engineering College Banda) and shall be free from faulty design (to the extent such design is not furnished by Rajkiya Engineering College Banda), workmanship and capacity and of proper specification so as to fulfill in all respects and operating condition, if any, specified in this order.
- The Technical manpower will have to visit REC Banda as and when required for the smooth functioning of the software modules.
- If any trouble or defect originating with the AMC of Web Based Software Applications Work at any time covering a period of Twelve (12) months of the contract period 06.06.2023 to 05.06.2024, UPDESCO shall at his own expense and as may be necessary to permit the Application Modules to function in accordance with the specifications and to fulfill the foregoing guarantee.

  
 कुलसचिव  
 राजकीय इंजीनियरिंग कालेज  
 बाँदा (उ०प्र०)

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 (वी०के० मौर्य)  
 प्रबंधक (प्रशासी)  
 यूपीकेसी



- In the event that the AMC of Web Based Software Applications Work do not meet the specifications and are not in accordance with the terms of the contract, Rajkiya Engineering College Banda shall notify to UPDESCO giving full details of differences. UPDESCO shall be present at REC's Office on the prescribed date and time, after receipt of notice from the Director letter / email and should acknowledge the quality work done and comply with the directions given by the Director.
- The contract period for AMC of Web Based Software Applications Work is valid for a period 06.06.2023 to 05.06.2024 of Twelve (12) months.

### 3.2 Payment Terms :


- 100% payment for the Annual Maintenance of Web Based Software Modules for the period 06.06.2023 to 05.06.2024 has to be done by REC Banda before 31<sup>st</sup> March 2024.

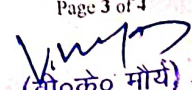
### 4.0 COMPENSATION

- In the case of not honoring the contract, REC Banda shall have the right to impose compensation as deemed fit and may recover compensation, i.e. 10% of total value of contract, after giving a registered notice in writing in 30 (Thirty) days period duly signed by the Director, REC Banda.
- In the event of dispute, difference of opinion which may at any time arise between the REC Banda and UPDESCO out of or in connection with the terms and conditions contained herein or as to AMC of Web Based Software Applications Work thereof or the respective right and obligations of the parties there under or as to any clause or thing here contained or by reason of the supply or failure or refusal to supply any materials, the matter shall be referred to a neutral sole arbitrator, who shall be appointed by the mutual consent of the Director, REC Banda and Managing Director, UPDESCO, the decision of arbitrator on the point referred to him/her shall be binding on both the parties. It will be governed by principles of Arbitration & Conciliation Act, 1994 and any incidental amendments or judgments passed by any court of law in reference thereof.
- All disputes are subject to Lucknow jurisdiction only.

### 5.0 TERMINATION OF CONTRACT

The contract can be terminated by giving a written notice for a minimum period of 2 months by either party. All the data has to be transferred to REC Banda on the clearance of all the due payments to UPDESCO. Wherefore both the 1<sup>st</sup> party and the 2<sup>nd</sup> party undertake to abide by the terms and conditions enumerated herein the agreement and in the certification of this Agreement, the signature of the parties are affixed herein under the presence of witnesses mentioned at the end of this contract agreement.

  
 कुलसचिव  
 राजकीय इंजीनियरिंग कॉलेज  
 बाँदा (उ०प्र०)

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 (वी०के० मौर्य)  
 प्रबंधक (प्रणाली)  
 यूपी डेस्कॉ

## 6.0 GOVERNING LANGUAGE

The Contract shall be written in English language. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in the same language.

## 7.0 APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws/Rules/Regulations of the Union of India./Govt. of India/Govt. of U.P.

## 8.0 NOTICES

8.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by fax and confirmed in writing to the other Party's address. For the purpose of all notices, the following shall be the address of the UPDESCO and Service Provider :

**UPDESCO** : U.P. Development Systems Corporation Ltd.,  
II Floor, UPTRON Building, Gomti Nagar,  
Lucknow (U.P.) - 226 010

**Client Department** : Rajkiya Engineering College Banda

8.2 A notice shall be effective when delivered or on the notice's effective date whichever is later.

8.3 Amendments incorporated in the terms and conditions of Service Provider and/or "Outsourcing of Marketing of Software and Services Policy and Rules" of UPDESCO from time to time by the Board of Directors of UPDESCO.

Wherefore both the 1st party and the 2nd party undertake to abide by the terms and conditions enumerated herein the agreement and in the certification of this Agreement, the signature of the parties are affixed herein under the presence of following witnesses:

### 1st Party

For & on behalf of: Rajkiya Engineering College Banda

Name:

Designation:

Signature:

Date:

*[Signature]*

15/12/2023

कुलसचिव

राजकीय इंजीनियरिंग कॉलेज  
बाँदा (उ०प्र०)

### Witness 1

Name:

Address:

Signature:

Place :

Date:

Arun Kumar

REC Banda

*[Signature]* (ERP Incharge)

Atarra, Banda.

14/12/23

### 2nd Party

For & on behalf of: Uttar Pradesh  
Development Systems Corporation,  
Lucknow

Name:

Designation:

Signature:

Date:

*[Signature]*  
(वी०के० मौर्य)  
प्रबंधक (प्रभाली)  
यूपीडेस्कॉ

### Witness 2

Name:

Address:

Signature:

Place:

Date:

*[Signature]* कुमार श्रीवास्तव)  
शोध अधिकारी  
यूपीडेस्कॉ