भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

15 JUN 2023

उत्तर प्रदेश UTTAR PRADESH

GR 963710

Agreement

This Agreement is entered on the 16 day of October, 2023

This Agreement is made on 16 Day of October, 2023 among Rajkiya Engineering College Banda (here forth referred to as 1st Party or the Client Department) having its office at Atarra, Banda- 210201 and Uttar Pradesh Development Systems Corporation Limited (here forth referred to as 2nd party or 'UPDESCO') having its office at 2nd Floor, Uptron Building, Near Gomti Barrage, Gomti Nagar, Lucknow and M/s Multifacet Software Systems Pvt. Ltd. (here forth referred to as 3rd party or 'Service Provider') having its office at 109/421, 80 Feet Road, Kanpur. Now therefore agreed as follows:

Whereas UPDESCO has been engaged for Annual Maintenance Contract of Library Automation Software and related RFID equipment's for Rajkiya Engineering College Banda, Atarra, Banda- 210201 as per the Scope of Work, Rates and Payment Terms mentioned in this agreement and on the other terms and conditions contained herein.

V.C. Maury
(वी०के० मौर्य)
प्रबंधक (प्रणाली)
यूपीडेस्को

Multifacet Softwares Systems (P) Ltd.

क्रम सं0 2559 दिनांक 13/10/2023
स्टाम्प क्रय करने का प्रयोजन
स्टाम्प क्रेता का नाम यू.पी.डी.एस.को
पिता / पति / पत्नी
पूरा पता
स्टाम्प की धनराशि 100/-

सतीश चन्द्र सरोज (स्टाम्प विक्रेता)
ला0नं0 247 / 16–17
नं0 डी0 ए0, नर्सरी गेट के सामने मोतीझील, कानपुर

This has the reference to work order no. RECBanda/Director-Gov/3012 dated 21.06.2023 issued by Client for Annual Maintenance Contract of Library Automation Software and related RFID equipment's for Rajkiya Engineering College Banda, Atarra, Banda- 210201, and e-tender Ref. No. UPDESCO/SW/2023/VKM129 dated 25.03.2023 in this regard. In this continuation UPDESCO has issued Work Order No. D/23-24/1469 dated 05.07.2023 to M/s Multifacet Software Systems Pvt. Ltd. (Service Provider) on the basis of quoting lowest rates.

The Service Provider will be paid after a written Project Completion (Signoff) Sheet is issued by Client immediately after completion of assigned work and on receipt of payment from the Client against this work as per the details given below:-

Scope of Work:-

1. Masters Module: This module facilities entry, editing, deletion and viewing of master information required to be entered once only. Institutes, Departments, member Group [Faculty/Student] , Program/Course/designation Caste Category, Member /Patron, Accession Prefixes, Currency exchange rates, File uploads, Holiday Management, Identity Card Generation, Item Category, Item Status, Media Type, Publishers, Special Symbols, Standard Replies, Document Number Structure, Subjects, Translation Languages, Vendors, Budgets, Item Location "Budgets" Menu: Budget Allocation (Books/Items),Budget Adjustment (Books/Items), Budget Allocation (Serials), Budget Adjustment (Serials),"Item Location" Menu: Buildings, Floors, Almirahs /Racks, Shelves.

2. Acquisitioning: It comprises of the following Sub-modules: "Indents" Menu: Indents, Orders, Follow-up, Arrivals, Payments, Pre-Indent Search, Reports Indent,Gift Indent, Re-Indent, Print Indent (Individual Items), Print Indent (Combined List) "Orders" Menu: Process Order, Print Order, Cancel Order/Indent(s),Order ReminderLetter, Vender Reply Processing, Order Confirmation Letter, Order Cancellation Letter "Arrivals" Menu: Arrival Entry, Arrival Editing Invoice Entry, Invoice Editing
,Reminder Letter for Price Proof, Ordered Items Accessioning, Direct Accessioning, Direct Invoicing and Accessioning, Direct Invoicing and Accessioning through Indent, Thesis/Project Reports/Articles Accessioning, Barcode Generation & Printing, Spine Label Generating / Printing "Payments" Menu: Bill Payment Advice to Accounts ,Payment Processing ,Advance Payment Processing "Pre-Indent Search" Menu Indent Level Search, Catalogue Level Search "Reports" Menu: Budget Report, Cancel-Indent Report, Currency wise Exchange Rates, Date wise Exchange Rates, Department wise Item Stock.

3. Cataloguing: It facilitates capturing of maximum information from the acquisition module to avoid repeated data entry thus minimizing the error. The Sub-modules are as under: "Technical Processing" Menu: Technical Processing, Card Display/Printing ,Import/Export Data Gift-Indent Report, Indent Report, Invoice Report, Item Accession Report, I tem Arrival Report, Order Cancellation Report, Order Report, Payment Report, Payments to Vendor Report, Post-Catalogue Item Accession Register, Pre-Catalogue Item Accession Registration, Course/Subject wise Report, Publisher Report, Vendor Report, Post Catalogue Item Accession Register-2 Catalogue Data Entry, Catalogue Item Status Loading, Catalogue Item Display/Editing/Deletion, Catalogued Item Location Definition, Direct Catalogue Data Entry, New Arrivals, Accompanying Item Information, Accompanying Item List Printing, Item Status Editing, Call Number Editing, Accession Number Editing "Card Display /Printing" Menu: Catalogue Card , Book Card "Import/Export Data" Menu: Export to MARC 21 , Import from MARC , MARC 21 Editing.

4. Circulation: This module helps in functioning of the staff at the library counter like issue, return, re-issue, item management, inter library loan, query etc. It maintains up-to-date membership records as well as the latest status of the collection meant for circulation. It facilitates printing of bar-coded ID cards, along with an optional facility to attach member's photograph. It performs all the functions related to circulation, providing suitable checks at every stage. While doing issue / return, it takes care of the status of the book like gone for binding, under display etc. The Sub-modules are given as under: Member Management, Issue/Return (Normal), Issue/Return (Back log), Issue/Return (Special), Reservation, Receipt Printing, Item Management, Inter-Library Loan, Query Menu "Member Management" Menu: Deactivate Registrations (Member Group), Activate Registrations (Individual Member), Activate Registrations (Member Group), Edit Member ID

"Issue / Return (Normal)" Menu: Item Issue / Re-Issue / Return, Item Issue, Item Re-issue, Item Return, Non Accessioned Journal Issue, Non Accessioned Journal Return, Item Issue - (Tech. Processed/Unpro.) Backlog Issue/Return Item Issue (Back Log), Item Return (Back Log) "Issue / Return (Special)" Menu: Item Issue (Special) "Reservation" Menu: Item Reservation , Reservation Cancellation Receipt Printing" Menu Members Over Due List Generation and Clearance, Overdue Charge Receipt Entry, Overdue Receipt Re-printing, Internal Overdue Charge Receipt Entry "Item Management" Menu: Lost Item Entry, Lost Item Recovery , Write-Off Approval, Write-Off

(पी०के० मौर्य)
प्रबंधक (प्रणाली)
यूपीडेस्को

Multifacet Softwares Systems (P) Ltd.
Director

Entry, Write-Off Display "Inter Library Loan" Menu: Details of Other Libraries, Inter Library Loan Receipt ,Inter Library Loan Receipt Editing, Inter Library Loan Dispatch , Inter Library Loan Issue , Inter Library Loan Issue Editing , Inter Library Loan Return "Query Menu" Menu: Issued Item Verification, Item Current Status, Item Reservation Status, Item Usage Statistics , Department Wise Issue Report, Library Membership Expiry, Maximum Fine Payers ,Maximum Pending Dues, Member Group Wise Issue Report, Member Issue Return Statistics ,Most Frequent Members, Most Frequently Issued Items, Non Active Members, Over Due Collected Over a Period, Over Due Details of the Member ,Over Due List Summary / Detail, Over Due Item (Ageing) Report, Technically Unprocessed Item Issue/Return Report, Waived Over Dues Report, Summary of Issued Books, Most frequently issued Books & Members Month wise Issue Item details, Issued Item details on Daily basis, Member Report.

1. **Commercial Offer :**

SL No	SPECIFICATION	Qty	Basic Unit Price (Rs.)	Total Price	Updesco's Margin @10%	Total Amount
A	B	C	D	E	F	G
1	AMC of Library Automation Systems Software with OPAC (60,000 unique titles); 3 concurrent users for housekeeping on one server under LINUX (RHEL)/ WINDOWS (2012) platform with auto emailing	1	96,595.00	96,595.00	9,659.50	1,06,254.50
2	Library Staff Station Reader	1	22,210.00	22,210.00	2,221.00	24,431.00
3	Two EAS pedestals Library Security Gate	1	44,990.00	44,990.00	4,499.00	49,489.00
4	TOTAL			1,63,795.00	16,379.50	1,80,174.50
5	CGST @9%			14,741.55	1474.16	16,215.71
6	SGST @9%			14,741.55	1,474.16	16,215.71
7	GRAND TOTAL			1,93,278.10	19,327.81	2,12,605.91

2. **Pre Requisites :**

The Source Code and Database of the software application developed by NIC has to be provided to the selected Service Provider in the desired format. The source code should be latest, working and should match with the online running application. Interaction with the existing team of NIC, working on this project, will also be required to understand/clarify the functionalities.

3. **Job Responsibilities of First Party (UPFSDA) :**

3.1 Ensuring willingness and co-operation of the employees and senior officials of Department with the project team constituted by Service Provider.

3.2 Providing all necessary information, existing process flow, data, formats etc. needed for system study.

3.3 Verifying the completion of work assigned to the Service Provider.

4. **Job Responsibilities of Second Party (UPDESCO) :**

4.1 UPDESCO, while monitoring the work, shall sort out any issue that may arise during the execution of work in consultation with 1st party...

5. **Job Responsibilities of Third Party (Service Provider) :**

5.1 Will constitute a team of Technical Professionals after placement of order.

5.2 Will conduct a detailed system study and freeze the requirement.

5.3 Will submit a System Requirement Specification document to the Client.

5.4 Will develop (coding), implement and provide support for the various software modules.

5.5 Will provide operational training to the Employee's as per the scope mentioned in the proposal.

5.6 The Service Provider will provide the source code of the application software within a week of "Go-Live."

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Multifacet Softwares Systems (P) Ltd.
Director

5.7 The Service Provider has to operate and maintain the entire system for a period of one year from the date of successful installation. Modifications which may require due to the prevailing rules shall be made by the Service Provider during this period without any additional charge

6. **Warranty & Post Warranty Terms :**

Service Provider warrants that the correctness of the application shall confirm to the functionalities as mentioned at the time of acceptance. The period of warranty will be one year from the date of hosting/launching the software modules and making them available for online data entry of real data from various locations.

7. Terms and conditions specified in work order no. ड्रग/7377/2625 dated 13.10.2022 of the Client and e-tender Ref. No. UPDESCO/SW/2022/HCG039 dated 01.09.2022 in this regard.

8. **Payment :**

8.1 The Service Provider will be paid after a written Project Completion (Signoff) Sheet is issued by Client immediately after completion of assigned work and on receipt of payment from the Client.

8.2 No Interest will be paid to the Service Provider for the delayed period of the due payments.

9. **Force Majeure :**

9.1 Notwithstanding the provisions of conditions of contract the Service Provider shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

9.2 For purpose of this Clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the UPDESCO either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises the Service Provider shall promptly notify the UPDESCO/UPFSDA in writing of such conditions and the cause thereof. Unless otherwise directed by the UPDESCO/UPFSDA in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the Service Provider does not intimate the condition of Force Majeure, he shall not entitled to bargain or negotiate on the ground of Force Majeure.

10. **Termination for Insolvency**

10.1 UPFSDA or UPDESCO may at any time terminate the Contract by giving written notice of 60 days to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to UPDESCO.

11. **Termination for Convenience**

11.1 UPFSDA/UPDESCO, by written notice of 60 days specifying mutually justification sent to the Service Provider may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the UPDESCO's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

11.2 The Goods that are complete and ready for shipment at the time of Service Provider's receipt of notice of termination shall be accepted by UPDESCO/UPFSDA at the Contract terms and prices. For the remaining Goods, UPDESCO/UPFSDA, may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Service Provider an agreed amount for partially Completed Goods.

12. **Breach of Agreement/Expiration of the time limit:**

12.1 In case the Service Provider breaches or repudiates the terms and conditions of the Agreement, his performance bank guarantee/security would be forfeited immediately by UPDESCO and he would not be entitled to redeem it unless UPFSDA gives the clearance report of successful completion of work to its satisfaction. Additionally, a cost would be imposed on the Service Provider by the UPDESCO provided that it would not be more than 10% of the total cost of the work so allotted to Service Provider. Moreover, the Service Provider may be black listed in the records of the UPDESCO/UPFSDA and would not be entitled to any project(s) in future from UPDESCO/UPFSDA at any cost.

Multifacet Softwares Systems (P) Ltd.

Director

13. Settlement of Disputes:-

13.1 That all disputes and differences concerning this agreement would be resolved by way arbitration through the sole arbitrator nominated by mutual consent of all the three parties under Conciliation Act 1996 and all litigation shall be subject to Lucknow Jurisdiction only. Each Party shall bear its own cost and fees in connection with the arbitration.

14. Notices

14.1 Any notice given by one party to the other pursuant to this Agreement 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 :

UPDESCO	:	U.P. Development Systems Corporation Ltd., 2nd Floor, Uptron Building, Near Gomti Barrage, Gomti Nagar, Lucknow
Client Department	:	Rajkiya Engineering College Banda, Atarra, Banda.
Service Provider	:	M/s Multifacet Software Systems Pvt. Ltd., 109/421, 80 Feet Road, Kanpur.

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

Ist Party
For and on behalf of:
Rajkiya Engineering College
Banda, Atarra, Banda
Banda (U.P.)
Name:
Designation:
Signature:
Date: 21/12/2023
कुलसचिव
राजकीय इन्जीनियरिंग कालेज
बाँदा (उ०प्र०)

IInd Party
For and on behalf of:
Uttar Pradesh Development
Systems Corporation Limited,
Lucknow.
Name:
Designation:
Signature:
Date:
(वी०के० मौर्य)
प्रबंधक (प्रणाली)
यूपीडेस्को

IIIrd Party
For and on behalf of:
M/s Multifacet Software Systems
Pvt. Ltd.
109/421, 80 Feet Road, Kanpur.
Name:
Designation:
Signature:
Date:
Multifacet Softwares Systems (P) Ltd.
Director

Witness 1
Name:
Address:
Signature:
Place:
Date: 18/12/23
GURU SHARAN
प्रभारी पुस्तकालय
राजकीय इंजीनियरिंग कालेज
बाँदा-210201

Witness 2
Name:
Address:
Signature:
Place:
Date:
(सुनील कुमार सिंह)
सलाहकार
यूपीडेस्को

Witness 3
Name:
Address:
Signature:
Place:
Date:
Systems (P) Ltd.
Authorised Signatory