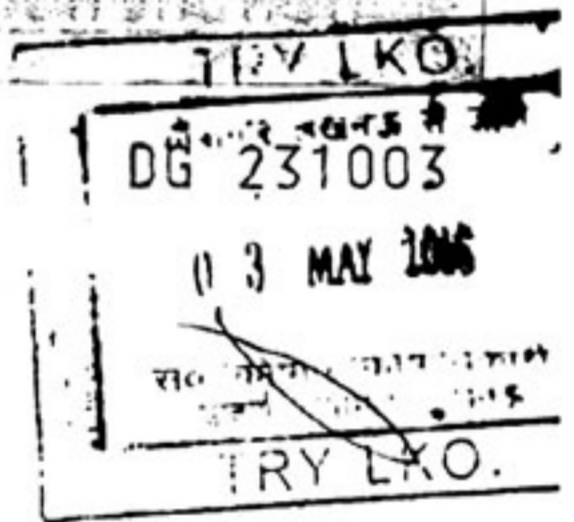




उत्तर प्रदेश UTTAR PRADESH



Memorandum of Understanding

This Agreement/Contract is made on 07 Day of June, 2016 between University of Lucknow, Lucknow (here forth referred to as LU) having its registered office at Lucknow through its Finance Officer of the one part and Uttar Pradesh Development Systems Corporation Limited (here forth referred to as UPDESCO) having its registered office at 2nd Floor, UPTRON Building, Near Gomti Barrage, Gomti Nagar, Lucknow through its Senior Manager of other part.

Whereas UPDESCO has been engaged for providing service for Annual Maintenance, Customization and Additional New Work related to Online Submission of Applications, Online Fee (All Modes), Web Based Counseling for Admission of Campus Students in UG, PG & PhD Courses, Preparation of ID Cards with Lanyard and Biometric Registration for University of Lucknow (Session 2016-17) via work order ref. no. 12080/2016 dated 13.04.2016 issued by University of Lucknow.

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

Finance Officer
University of Lucknow

1.0 SCOPE OF WORK

Lucknow University was making admissions through manual (OMR based printed forms) as well as Online Software Application developed by UPDESCO in the previous years Under-Graduate and Post-Graduate Courses.

This year the same process has to be done with better management and some customizations.

Fee will be taken online through all modes and online counselling is also proposed.

Approximately 20,000 students are expected to apply for UG courses and 12,000 students for PG courses.

Students will be required to apply Online for the Admission through University Website (www.lkouniv.ac.in) for UG, PG and PhD Courses. No OMR based application form will be used for admission in any courses.

2.0 COMMERCIAL OFFER :

(A) Annual maintenance of following Web Based Software Modules :

Sl. No.	Particulars	AMC Charges (per annum) (Rs.)
A.1	Online Submission of Applications for Admission :	
A.1.1	Annual Maintenance of Online Admission Software Module for UG & PG Courses	1,64,000.00
A.1.2	Annual Maintenance of Online Admission Software Module for PhD Course	1,64,000.00
A.1.3	Customization of the Online Admission Software Module with Integration & Management of Payment Gateway of (one) Bank for submission of Fee through Debit/Credit Card, Internet Banking and e-challan Modes (per annum)	50,000.00
A.1.4	Pre-exam work for Entrance Examination i.e. Online Centre Allotment, Roll Number Generation and Admit Card Generation with Hosting (per annum)	64,500.00
A.2	Helpdesk :	
A.2.1	Annual Maintenance Charges for providing Helpdesk facilities to the applicants through Phone, SMS and Email for a period of 2 months	1,59,500.00
A.3	Web Server Space :	
A.3.1	Annual Maintenance Charges for Web Space (5 GB) on Windows 2012 Server with MS SQL Support with Semi Dedicated Environment	45,000.00

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Lucknow University, Lucknow.

Sl. No.	Particulars	AMC Charges (per annum) (Rs.)
A.4	Merit List Preparation :	
A.4.1	Annual Charges for Generation of Merit List as per the criterion given by University and data submitted online for PG Courses (per annum)	75,000.00
A.5	Online Counselling :	
A.5.1	Annual Maintenance, Customization, Conversion and Upgradation of Counseling Module into latest technology and making it Web Based for UG & PG Courses	2,70,000.00
A.6	Sub Total	9,92,000.00

Optional Charges :

(B) Charges for preparation of ID Cards with Lanyard for the Academic Session 2016-17 :

Sl. No.	Particulars of Work	Unit Rate (Rs.)
B.1	<ul style="list-style-type: none"> Receiving of student photograph provided by the student along with its Counselling Form and Scanning of Photograph. Incorporating the scanned photo into the system Colour Laser printing of the ID Cards on Plastic Coated Paper with barcode Finishing of the card to required size. Lamination of the ID Cards. Hole Punching and fixing of Lanyard with the ID Card with University name printed on the Lanyard. Delivery of printed ID Cards at a single location (DTP Cell) Lucknow University 	21.95 per ID Card

(C) Biometric Registration :

Sl. No.	Particulars of Work	Unit Rate (Rs.)
C.1	Biometric Registration of Thumbs of both hands before issue of ID Cards through Biometric Reader and Application to show the data	2.95 per student / per registration

Note : Service Tax, VAT and other Govt. Taxes will be charged extra as applicable at the time of making billing.

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(Date: 10/10/2016)
Lucknow University

For: Lucknow University

3.0 TERMS & CONDITIONS

3.1 General :

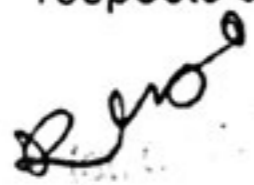
- a. The scope of work mentioned above has been worked out on the basis of preliminary system study. The rates quoted may vary if the original requirement changes during the actual development work.
- b. Any extra scope of work will be charged extra and will be quoted separately.
- c. All disputes are subject to Lucknow Jurisdiction.
- d. UPDESCO has to provide all the administrative login passwords and the source code of the web based applications to the University.
- e. UPDESCO will have to provide the backup of the database of online submitted data.

3.2 Payment Terms :

- a. Payment will be made as mentioned in work order.
- b. All the payments has to be made in favour of "UPDESCO" by Cheque / Demand Draft / RTGS (Details : S/B A/c No. 020701000041138 of **Indian Overseas Bank, Lucknow Main Branch Bank IFSC Code : IOBA0000207, PAN : AAACU2958C**) payable at Lucknow.

4.0 VALIDITY

- 4.1 All the work of Annual Maintenance, Customization and Additional New Work related to Online Submission of Applications, Online Fee (All Modes), Web Based Counseling for Admission of Campus Students in UG, PG & PhD Courses, Preparation of ID Cards with Lanyard and Biometric Registration for University of Lucknow (Session 2016-17), shall be carried out strictly in accordance with the specifications, instructions, data sheets / other documents and to the entire satisfaction and approval of the Coordinator – Admission 2016, University of Lucknow.
- 4.2 All the work of Annual Maintenance, Customization and Additional New Work related to Online Submission of Applications, Online Fee (All Modes), Web Based Counseling for Admission of Campus Students in UG, PG & PhD Courses, Preparation of ID Cards with Lanyard and Biometric Registration for University of Lucknow (Session 2016-17) pursuant to the contract are guaranteed to be of the best quality of their respective kind (unless otherwise specifically authorised in writing by the LU) and shall be free from faulty design (to the extent such design is not furnished by LU), workmanship and capacity and of proper specification so as to fulfil in all respects and operating condition, if any, specified in this order.

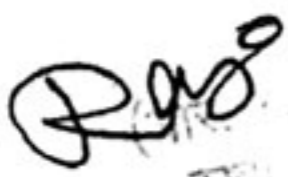



Finance Officer
Lucknow University, Lucknow.

- 4.3 If any trouble or defect originating with the Annual Maintenance, Customization and Additional New Work related to Online Submission of Applications, Online Fee (All Modes), Web Based Counseling for Admission of Campus Students in UG, PG & PhD Courses, Preparation of ID Cards with Lanyard and Biometric Registration for University of Lucknow (Session 2016-17) at any time covering a period of Forty Eight (48) months of the contract period, UPDESCO shall at his own expense and as may be necessary to permit the Web Based Application Modules to function in accordance with the specifications and to fulfill the foregoing guarantee.
- 4.4 In the event that the Annual Maintenance, Customization and Additional New Work related to Online Submission of Applications, Online Fee (All Modes), Web Based Counseling for Admission of Campus Students in UG, PG & PhD Courses, Preparation of ID Cards with Lanyard and Biometric Registration for University of Lucknow (Session 2016-17) do not meet the specifications and are not in accordance with the data sheets or the terms of the contract, LU shall notify to UPDESCO giving full details of differences. UPDESCO shall be present at LU's office on the prescribed date and time, after receipt of notice from the Registrar and should acknowledge the quality work done and comply with the directions given by the Registrar.
- 4.5 The contract period for Annual Maintenance, Customization and Additional New Work related to Online Submission of Applications, Online Fee (All Modes), Web Based Counseling for Admission of Campus Students in UG, PG & PhD Courses, Preparation of ID Cards with Lanyard and Biometric Registration for University of Lucknow (Session 2016-17), its AMC with other services is valid for a period of one year from the date of work order released by LU.

5.0 COMPENSATION

- 5.1 In the case of not honoring the contract, LU shall have the right to impose compensation as deemed fit and may recover compensation maximum up to 5% of the total due amount after giving a registered notice in writing in 30 (Thirty) days period duly signed by the Vice Chancellor, LU determining the contract.
- 5.2 In the case of non-executing the job of Annual Maintenance, Customization and Additional New Work related to Online Submission of Applications, Online Fee (All Modes), Web Based Counseling for Admission of Campus Students in UG, PG & PhD Courses, Preparation of ID Cards with Lanyard and Biometric Registration for University of Lucknow (Session 2016-17) within stipulated period, it will be at the discretion of the LU to accept the late execution with the clause of deduction @ 1% per month maximum to the extent of 5% of the total contract value for the delayed period.


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Lucknow University, Lucknow.

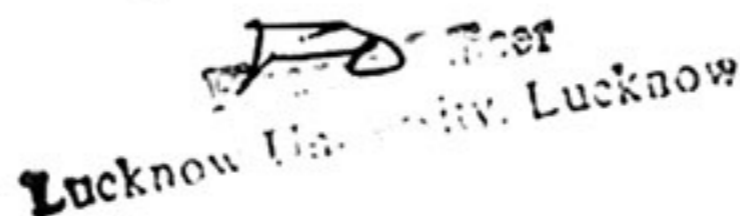
5.3 In the event of dispute, difference of opinion which may at any time arise between the LU and UPDESCO out of or in connection with the terms and conditions contained herein or as to Annual Maintenance, Customization and Additional New Work related to Online Submission of Applications, Online Fee (All Modes), Web Based Counseling for Admission of Campus Students in UG, PG & PhD Courses, Preparation of ID Cards with Lanyard and Biometric Registration for University of Lucknow (Session 2016-17) 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 or as to any other matter in any way relating to these presents, the matter shall be referred to a neutral sole an arbitrator, who shall be appointed by the mutual consent of the Vice Chancellor, LU and Managing Director, UPDESCO, the decision of arbitrator on the point referred to him/her shall be binding on both the parties as per Indian Arbitration and Conciliation Act, 1996.

6.0 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 LU against the clearance of all the due payments to UPDESCO.

6.1 In the event of dispute, difference of opinion which may at any time arise between the LU and UPDESCO out of or in connection with the terms and conditions contained herein or as to Annual Maintenance, Customization and Additional New Work related to Online Submission of Applications, Online Fee (All Modes), Web Based Counseling for Admission of Campus Students in UG, PG & PhD Courses, Preparation of ID Cards with Lanyard and Biometric Registration for University of Lucknow (Session 2016-17) 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 or as to any other matter in any way relating to these presents, the matter shall be referred to a neutral sole arbitrator, who shall be appointed by the mutual consent of Vice Chancellor, LU and Managing Director, UPDESCO / Chairman, UPDESCO / Special Secretary / Principal Secretary, Department of I.T. & Electronics, Government of U.P. or a person nominated by him in compliance to Arbitration and Conciliation Act 1996, the decision of arbitrator on the point referred to him/her shall be binding on both the parties in accordance with the provisions of Arbitration and Conciliation Act. 1996. Each party shall bear its own cost and fees in connection with the arbitration.

6.2 All disputes are subject to Lucknow jurisdiction only.




Lucknow University, Lucknow

7.0 GOVERNING LANGUAGE

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

7.2 Applicable Law :

The Contract shall be interpreted in accordance with the laws/Rules/Regulations of the Union of India/Govt. of India and Indian Contract Act, 1872.

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 Client Department :

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


Client Department: University of Lucknow (here forth referred to as LU)
having its registered office at Lucknow.

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

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.



UPDESCO



Lucknow University, Lucknow.

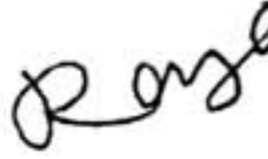
Wherefore both the 1st party and the 2nd party undertake to abide by the terms and conditions enumerated herein the agreement and in the certification of this Agreement, the signature of the parties are affixed herein under the presence of following witnesses :

1st Party

For and on behalf of : Uttar Pradesh Development
Systems Corporation Limited,
Lucknow .

Name: R. K. GUPTA

Designation : Sr Manager(S)


Signature :  (अ. प्र. व. १९९६)
मुख्य प्रबन्धी
यू.पी. डेस्कॉ

Date: 07 JUNE 16

Witness 1

Name: VINOD KR. SRIVASTAVA -

Address : UPDESCO .

Signature : 
(विनोद कुमार श्रीवास्तव)

Place : LKO शोध अधिकारी
यूपीडेस्कॉ।

Date: 07 JUNE 16

2nd Party

For and on behalf of : University of
Lucknow,
Lucknow

Name: SURESH CHANDRA UPADHYAY

Designation : FINANCE OFFICER

Signature : 

Date: Lucknow University, Lucknow.

Witness 2

Name: Prof Anil Dushie

Address : Chemistry Department

Signature : 

Place : Lucknow

Date: 07 JUNE 2016