



उत्तर प्रदेश UTTAR PRADESH



Memorandum of Understanding

This Agreement/Contract is made on 11th Day of October, 2018 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 Manager (Systems) 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 Counselling for Admission of Campus Students in UG, PG, Ph.D, Management, B.El.Ed., Physical Education and M.Ed. and any other Courses, Preparation of ID Cards with Lanyard, Biometric Registration, Social Media Coverage, Merit List Preparation, Payment & SMS Gateway Integration for University of Lucknow (Session 2018-19) via work order ref. no. R/17448/2018 dated 19.03.2018 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 :

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 for Under-Graduate and Post-Graduate Courses.

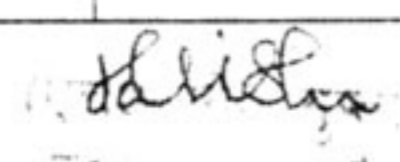
For the year 2017-18, UPDESCO had provided Software Solution for Online Admission and Counseling. This year the same process has to be done with minor changes in the process and addition of some courses which were not included last year.

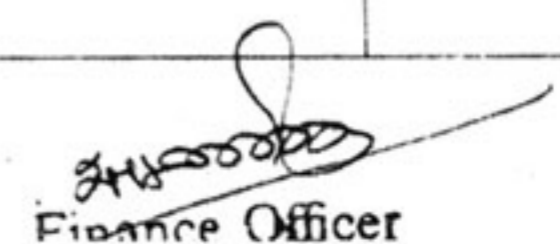
Approximately 25000 students are expected to apply for UG courses and 15000 students for PG courses. The application will also be integrated with Social Media Sites for better availability.

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

2.0 COMMERCIAL OFFER :

Sl. No.	Particulars	Amount (Rs.)
2.1	Online Submission of Applications for Admission	
2.1.1	Annual Maintenance of Online Admission Software Module for UG & PG Courses	1,64,000.00
2.1.2	Annual Maintenance of Online Admission Software Module for Ph.D Course	1,64,000.00
2.1.3	Annual Maintenance of Online Admission Software for UG Management Courses, B.El.Ed., Physical Education, M.Ed. and any other Courses	1,90,000.00
2.1.4	Annual maintenance of Online Admission Software Module with Integration & Management of Payment Gateway per Bank for submission of Fee through Debit/Credit Card, Internet Banking and e-challan Modes (per annum)	50,000.00
2.1.5	Annual Charges for Pre-exam work for Entrance Examination for all courses i.e. Centre Allotment, Roll Number Generation and Admit Card Generation, Verification List, Desk Slips with Hosting (per annum) with Printing of the Verification Lists and Desk Slips along with Roll List	1,25,000.00
2.2	Helpdesk	
	Annual Maintenance Charges for providing Helpdesk facilities to the applicants through Phone, SMS and Email for a period of 2 months @Rs.80,000/- per month	1,60,000.00
2.3	Web Server Space :	
2.3.1	Annual Maintenance Charges for Web Space (5 GB) on Windows 2012 Server with MS SQL Support with Semi Dedicated Environment	45,000.00




Finance Officer

Sl. No.	Particulars	Amount (Rs.)
2.4	Online Counselling :	
2.4.1	Annual Maintenance with minor Customization of Counselling Module with Database Management and providing support for smooth running of application during Counseling for UG & PG Courses	2,50,000.00
2.4.2	Customization of Counselling Module with Database Management and providing support for smooth running of application during Counseling for Management Courses, B.El.Ed., Physical Education, MEd.	1,25,000.00
2.5	TOTAL	12,73,000/-

Note : Govt. Taxes will be paid extra as applicable at the time of billing.

Optional Charges :

(A) Charges for preparation of ID Cards with Lanyard :

Sl. No.	Particulars of Work	Unit Rate (Rs.)
A.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 	23.00 per ID Card

Note : Govt. Taxes will be paid extra as applicable at the time of billing.

(B) Biometric Registration :

Sl. No.	Particulars of Work	Unit Rate (Rs.)
B.1	Biometric Registration of Thumbs of both hands before issue of ID Cards through Biometric Reader and Application to show the data	3.00 per student / per registration

Note : Govt. Taxes will be paid extra as applicable at the time of billing.

(C) Payment Gateway Integration :

Sl. No.	Particulars of Work	Unit Rate (Rs.)
C.1	Annual Maintenance of Integration & Management of Payment Gateway per Bank for submission of Fee through Debit / Credit Card, Internet Banking for Counseling	50,000/-

Note : Govt. Taxes will be paid extra as applicable at the time of billing.

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 Finance Officer
 Lucknow University, Lucknow

(D) Merit List Preparation :

Sl. No.	Particulars of Work	Unit Rate (Rs.)
D.1	Annual Charges for Merit List Preparation as per the criterion given by the University and data submitted online	45,000/- per course

Note : Govt. Taxes will be paid extra as applicable at the time of billing.

(E) Social Media :

Sl. No.	Particulars of Work	Unit Rate (Rs.)
E.1	Linking the Online Admission Module with Social Media Sites and management of the Social Media Page for the time admissions are going on	35,000.00 per month

Note : Govt. Taxes will be paid extra as applicable at the time of billing.

(F) Integration & Management of SMS Gateway

Sl. No.	Particulars of Work	Unit Rate (Rs.)
F.1	Annual Charges for Management and Integration of SMS Gateway	35,000.00
F.2	SMS Charges (@Rs.0.33 per SMS x 50000 SMSs)	16,500.00

Note: a) Government Taxes will be paid extra as applicable at the time of billing.

b) Rates of SMS's are applicable as per the prevailing rates fixed by TRAI at the time of usage.

c) SMS Charges will be charged on actual No of SMS usage

d) All the services mentioned in the sr. no. A, B, C, D & E under the category Optional Charges will be paid on the basis of actual usage of respective services.

3.0 TERMS & CONDITIONS

3.1 General :

- 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.
- Any extra scope of work will be charged extra and will be quoted separately.
- All disputes are subject to Lucknow Jurisdiction.
- UPDESCO has to provide all the administrative login passwords and the source code of the web based applications to the University.
- UPDESCO will have to provide the backup of the database of online submitted data.

3.2 Payment Terms :

- Payment will be made as mentioned in work order.
- 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.

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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 Counselling for Admission of Campus Students in UG, PG, Ph.D, Management, B.El.Ed., Physical Education and M.Ed. and any other Courses, Preparation of ID Cards with Lanyard, Biometric Registration, Social Media Coverage, Merit List Preparation, Payment & SMS Gateway Integration for University of Lucknow (Session 2018-19), 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 2018, 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 Counselling for Admission of Campus Students in UG, PG, Ph.D, Management, B.El.Ed., Physical Education and M.Ed. and any other Courses, Preparation of ID Cards with Lanyard, Biometric Registration, Social Media Coverage, Merit List Preparation, Payment & SMS Gateway Integration for University of Lucknow (Session 2018-19) 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.
- 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 Counselling for Admission of Campus Students in UG, PG, Ph.D, Management, B.El.Ed., Physical Education and M.Ed. and any other Courses, Preparation of ID Cards with Lanyard, Biometric Registration, Social Media Coverage, Merit List Preparation, Payment & SMS Gateway Integration for University of Lucknow (Session 2018-19) 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 Counselling for Admission of Campus Students in UG, PG, Ph.D, Management, B.El.Ed., Physical Education and M.Ed. and any other Courses, Preparation of ID Cards with Lanyard, Biometric Registration, Social Media Coverage, Merit List Preparation, Payment & SMS Gateway Integration for University of Lucknow (Session 2018-19) 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.

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Finance Officer

- 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 Counselling for Admission of Campus Students in UG, PG, Ph.D, Management, B.El.Ed., Physical Education and M.Ed. and any other Courses, Preparation of ID Cards with Lanyard, Biometric Registration, Social Media Coverage, Merit List Preparation, Payment & SMS Gateway Integration for University of Lucknow (Session 2018-19), 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 Counselling for Admission of Campus Students in UG, PG, Ph.D, Management, B.El.Ed., Physical Education and M.Ed. and any other Courses, Preparation of ID Cards with Lanyard, Biometric Registration, Social Media Coverage, Merit List Preparation, Payment & SMS Gateway Integration for University of Lucknow (Session 2018-19) 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.
- 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 Counselling for Admission of Campus Students in UG, PG, Ph.D, Management, B.El.Ed., Physical Education and M.Ed. and any other Courses, Preparation of ID Cards with Lanyard, Biometric Registration, Social Media Coverage, Merit List Preparation, Payment & SMS Gateway Integration for University of Lucknow (Session 2018-19) 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.

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Finance Officer
Lucknow

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 Counselling for Admission of Campus Students in UG, PG, Ph.D, Management, B.El.Ed., Physical Education and M.Ed. and any other Courses, Preparation of ID Cards with Lanyard, Biometric Registration, Social Media Coverage, Merit List Preparation, Payment & SMS Gateway Integration for University of Lucknow (Session 2018-19) 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.

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.

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12.12.18

[Signature]
Finance Officer 7

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.

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

2nd Party

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

For and on behalf of : University of
Lucknow,
Lucknow

Name : H.C. GUPTA

Name :


Finance Officer
Lucknow University, Lucknow.

Designation : Manager (S)

Designation :

Signature : 

Signature :

Date : 15/10/2024

Date :

Witness 1


Witness 2

Name : Rakish Kumar

Name : Prof. Anil Kumar

Address :

Address : Chester Bldg., L.U

Signature : 

Signature : 

Place :

Place : Lucknow

Date :

Date :