



सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh



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Account Reference	: NEWIMPACC (SV)/ up14465304/ LUCKNOW SADAR/ UP-LKN
Unique Doc. Reference	: SUBIN-UPUP1446530406508211503356T
Purchased by	: UP ELECTRONICS CORPORATION LTD
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: UP ELECTRONICS CORPORATION LTD
Second Party	: CSJM UNIVERSITY
Stamp Duty Paid By	: UP ELECTRONICS CORPORATION LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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Memorandum of Understanding (MoU)

This MoU is made on this the ____ Day of _____, 2021 between Chhatrapati Shahu Ji Maharaj University, Kanpur, (here forth referred to as CSJMU) having its registered office at Kalyanpur, Kanpur through its ~~Registrar~~ ^{Finance Officer} of the one part and U.P. Electronics Corporation Limited, Government of Uttar Pradesh Undertaking (here forth referred to as UPLC) having its registered office at 10 Ashok Marg, Lucknow – 226001.

Statutory Alert:

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



Whereas UPLC is engaged in the business of IT and Electronics and providing turnkey solutions, computer hardware, peripherals, networking, application software, system software, integration etc, Annual Maintenance Contracts (AMC) for application software, computer, educations etc through its empanelled vendors.

Whereas UPLC had submitted its proposal no. UPLC:SW:3108:2021-22:6295 dated 24.07.2021 to CSJMU for providing Upgrade and AMC as well as development/modified application software of University ERP and CSJMU has given its work order no. CSJMU/State/Store/876/2021 dated 29.07.2021 which are annexed herewith as Annexure No.-1 and 2 respectively and forms an integral part of this MOU.

Now it has been agreed between CSJMU and UPLC hereto follows:

Scope of Work & Proposed Solution:

1. Upgrade and Annual Maintenance Contract (AMC)

Scope of Work and Charges

Upgrade of existing 4 modules of Office Automation software and supply of one new module along with renewal of Annual Maintenance Contract (AMC) of modules is awarded by CSJMU to UPLC for a period of 5 (Five) years from Year 2021 to Year 2026. The modules are as follows:

- A. Upgrade of existing modules
 - a. Financial Accounting Module
 - b. Inventory Management Module
 - c. Payroll Module
 - d. **HR Module**
- B. Supply of new module
 - a. Pension Module
- C. Renewal of AMC of 5 modules
 - a. Financial Accounting Module
 - b. Inventory Management Module
 - c. Payroll Module
 - d. **HR Module**
 - e. Pension Module

1. The scope of work under AMC for maintaining the 5 modules listed above in the University ERP Software will be as follows:



- 2.1 To maintain tables and programs under AMC. Programs will be in ASP Dot Net and database will be in Microsoft MS SQL. It will be ensured that the modules are in working condition at the University. If any error is found then same will be required to be debugged and provided with latest modified application files with source code of the program. This will not include any customization and amendment.
- 2.2 Support will be given through Remote login, as and when required, during office hours of Agency of UPLC.
- 2.3 Email, telephone, net chat support will be provided during office hours of Agency of UPLC
- 2.4 Any error reported in the program, will be rectified and modified application will be provided within three working days. In case of any major error, the time will depend on nature of work required to be done.
- 2.5 Any support provided in data working, will be rectified within 2 working days for minor issues and 7 working days for any major issue. For rectification of error in data, cost shall be payable to UPLC extra on per man day basis.

The details of Modules are as under:

Front End: ASP Dot Net

Back End : MS SQL

Number of Tables used in the package

Master Tables : at time of implementation

Transaction Tables : at time of implementation

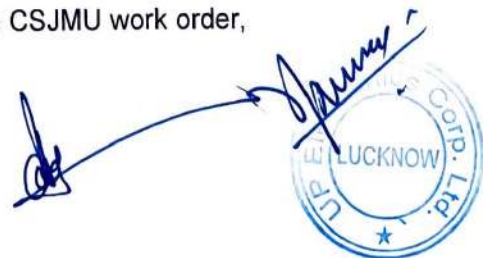
Database size : at time of implementation

2. Amendment, customization and modifications in the existing above 5 modules

Amendment, Customization or modification into the existing 5 modules may be required, as per the need of the departments of the University, which are using the 5 modules. UPLC will be required to do the same based on the work required under this category, as and when required by the University. UPLC will be required to provide the man effort estimation. Based on the man days approved in the CSJMU work order,

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the man effort given by UPLC will be multiplied with the man days rate and a formal work order for the amendment, customization and modification will be released to UPLC.

3. Development of New modules and software

University may require some additional modules or new software to be developed as and when required by the University. UPLC will be required to do the same based on the work required under this category, as and when required by the University. UPLC will be required to provide the man effort estimation. Time effort estimation will consist of System Study & Design, System Development and implementation. Based on the man days rates approved in this work order, the man effort given by UPLC will be multiplied with man days rate and a formal work order for the amendment, customization and modification will be released to UPLC.

Charges and Rate Contract

4. The charges for AMC work stated above will be as under:

Description		Cost in Indian Rupees		
4.1) Upgrade of existing modules and supply of new module				
Sr No	Particulars	Iterate Charge	UPLC Charge	Total Charge
4.1.1	Financial Accounting module	570000.00	57000.00	627000.00
4.1.2	HR Module	395000.00	39500.00	434500.00
4.1.3	Payroll module	275000.00	27500.00	302500.00
4.1.4	Stores Inventory module	300000.00	30000.00	330000.00
4.1.5	Pension Module	0.00	0.00	0.00
Total Cost –for 5 Modules		1540000.00	154000.00	1694000.00

5. Year wise AMC, for the above 5 modules will be as follows for a period of 5 (five) years (based on annual increment of 10% per year)

Description	Cost in Indian Rupees
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5.1) AMC of 5 modules				
Sr. No.	Particulars	Iterate Charge	UPLC Charge	Total Charge
5.1.1	Year 1- 09.09.2021 – 08.09.2022	585000.00	58500.00	643500.00
5.1.2	Year 2- 09.09.2022 – 08.09.2023	643500.00	64350.00	707850.00
5.1.3	Year 3- 09.09.2023 – 08.09.2024	707850.00	70785.00	778635.00
5.1.4	Year 4- 09.09.2024 – 08.09.2025	778635.00	77863.50	856498.50
5.1.5	Year 5- 09.09.2025 – 08.09.2026	856498.50	85649.85	942148.35
Total Cost – of AMC for 5 years		3571483.50	357148.35	3928631.85

These charges are exclusive of any Govt taxes such as Goods and Service Tax (GST) and they will be extra as applicable on the date of billing.

6. Charges for Rate Contract of amendment, customization, additions to existing 5 modules Office Automation software and Development of additional modules and/or new software will be as under:

6.1) Per man day Charges for development, changes, amendment and customization in existing 5 modules and any new module				
Sr. No.	Particulars	Iterate Charge	UPLC Charge	Total Charge
6.1.1	Per man day Charges for development, changes, amendment and customization in existing 5 modules and any new module	4000.00	400.00	4400.00

These charges are exclusive of any Govt taxes such as Goods and Service Tax (GST) and they will be extra as applicable on the date of billing.

7. AMC and Rate Contract Period

7.1 AMC renewal commencement is from 09/09/2021 and will remain enforce till 08/09/2026.



- 7.2 Rate contract period commencement is from the date of release of work order, i.e., 09/09/2021 and will remain enforce till 08/09/2026.

8.0 Terms of Payment

- 8.1 Payment of AMC will be made in advance to UPLC half yearly (i.e. every 6 months) from the starting of the first six month cycle.
- 8.2 Payment for the first six-monthly cycle of AMC will be released on signing of MoU and submission of AMC bill.
- 8.3 Payment of the bills for minor jobs to be done in mandays will be made to UPLC within 10 working days from the submission of their bills on monthly Basis.
- 8.4 Payment of bills for major jobs where effort in man month will be made to UPLC within 10 working days after submission of their bills.

9.0 Upgrade and AMC Terms:

UPLC warrants that the functionality of the software modules shall confirm to the functionalities as demonstrated at the time of acceptance.

The scope under AMC:

- 9.1 Fixation of any bugs, if any
- 9.2 Operational support thru remote login for at Kanpur by way of training to official of CSJMU.
- 9.3 Remote software support through Net Chat/ E-mail

10. Other Terms & Conditions:

- 10.1 All the work orders for all development work based on rates and terms and conditions approved and contained in this MOU, agreeing to all terms and conditions will be issued by CSJMU in favor of UPLC.
- 10.2 UPLC shall use its own web application tools and own software to develop the Modules / application software for CSJMU. However, database and languages, Operating Systems and tools for local use at CSJMU will be procured by CSJMU itself.
- 10.3 Data Entry into the software and file handing will be done by CSJMU staff and not by Iterate staff.
- 10.4 Unless otherwise specified in the work order, the rate shall remain firm and will not be subject to

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escalation during the tenure of the work order for any reason whatsoever.

- 10.5 If any penalty arises during the above period penalty shall be deducted from the amount payable to UPLC as detailed under Validity & Penalty terms given in para 11 below.
- 10.6 All terms & conditions of the proposal letter no. UPLC:Software:3108:2021-22:6295, dated 24.07.2021 of UPLC & work order letter no. CSJMU/State/Store/876/2021 dated 29.07.2021 of CSJMU university are part of this MOU & will be applicable as well.

11. Validity & Penalty

- 11.1 All the works of Development of Various Applications and during AMC work shall be carried out strictly in accordance with the specification and approval of the CSJMU University, Kalyanpur, Kanpur through their work order no. CSJMU/State/Store/876/2021 dated 29.07.2021
- 11.2 The best quality of their respective kind will be maintained (unless otherwise specifically authorized in writing by the CSJMU) and shall be free from faulty design (to the extent such design is not furnished by CSJMU), workmanship and capacity and of proper specification so as to fulfill in all respects and operating condition, if any, specified in this order.
- 11.3 UPLC will ensure 95% uptime for applications being covered by it under AMC or new software module development.
- 11.4 If any penalty arises then it will be communicated in writing to UPLC, specifying the nature of default and if not rectified by UPLC within specified time period then penalty will be deducted @ 0.5 % of the Total Contract Value of the module or particular software affected, from the amount payable to UPLC.
- 11.5 In the event of dispute, difference of opinion which may at any time arise between the CSJMU and UPLC out of or in connection with the terms and conditions contained herein or as to the Development of Application or providing AMC, thereof or the 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 this MOU and the matter shall be referred to a neutral sole arbitrator, who shall be appointed on mutual consent of Registrar, CSJMU and the Managing Director,

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UPLC as per 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.

Wherefore both the 1st party and the 2nd party undertake to abide by the terms and conditions enumerated herein the agreement (MOU) 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:
Chhatrapathi Shahu Ji Maharaj
University
Kanpur

Name :

Designation : Registrar
F.O.

Signature :

Seal :

Witness 1

Name :

Designation:

Address : CSJM University
Kalyanpur, Kanpur

Signature :

Seal :

2nd Party

For and on behalf of:
U.P. Electronics Corporation
Limited,
Lucknow

Name : Rahul Purwar

Designation : Sr. Manager (SW)

Signature :

Seal :

Witness 2

Name :

Designation:

Address : U.P. Electronics
Corporation Limited,
Lucknow

Signature :

Seal :



यू पी इलेक्ट्रॉनिक्स कॉर्पोरेशन लिमिटेड

UP Electronics Corporation Limited

CIN-U72200UP1974SGC003880

10, Ashok Marg, Lucknow-226001. Ph.0522-2286808, Fax:0522-2288583

संदर्भ-यूपीएलसी:सॉफ्टवेयर:3108:2021-22:6295

दिनांक: 24 जुलाई, 2021

सेवा में,

कुलसचिव,

छत्रपति शाहू जी महाराज विश्वविद्यालय,

कल्याणपुर, कानपुर-208024 (उ०प्र०)।

विषय:- विश्वविद्यालय में प्रचलित सॉफ्टवेयर प्रणाली में संशोधन हेतु प्रस्ताव के सम्बन्ध में।

महोदय,

कृपया उपर्युक्त विषयक अपने ई-मेल दिनांक 28 जून, 2021 के माध्यम से प्राप्त पत्र संख्या-CSJMU/स्टेट/स्टोर/837/2021, दिनांक 26 जून, 2021 का संदर्भ ग्रहण करने का कष्ट करें, जिसके द्वारा विश्वविद्यालय हेतु विकसित सॉफ्टवेयर में संशोधन हेतु निगम के तकनीकी एवं अनुमानित वित्तीय प्रस्ताव संख्या-यूपीएलसी:सॉफ्टवेयर:3108:2021-22-6038, दिनांक 21 जून, 2021 पर सहमति प्रदान करते हुए अग्रेतर कार्यवाही करने की अपेक्षा की गयी है।

2. उक्त के क्रम में अवगत कराना है कि आपके द्वारा स्वीकृत स्कोप-ऑफ-वर्क के आधार पर निगम में सूचीबद्ध संस्थाओं के मध्य उक्त कार्य हेतु ई-टेण्डर के माध्यम से Techno-Commercial प्रस्ताव आमंत्रित किये गये थे। इस निविदा की अन्तिम तिथि 17.07.2021 निर्धारित की गई थी। उपरोक्त निविदा के सापेक्ष वित्तीय प्रस्ताव के तुलनात्मक अध्ययन करने के उपरान्त पाया गया कि M/s Iterate India Pvt. Ltd. द्वारा प्रस्तुत किया गया वित्तीय प्रस्ताव न्यूनतम (L-1) है। अतः संस्था द्वारा दी गई दरों के आधार पर निगम का वित्तीय प्रस्ताव आपके विचारार्थ प्रस्तुत है। (संलग्नक-1)

3. उपरोक्तानुसार आपसे निवेदन है कि कृपया निगम द्वारा प्रस्तुत वित्तीय प्रस्ताव पर विचारोपरान्त कार्यादेश निर्गत करना चाहें ताकि इस सम्बन्ध में अग्रेतर कार्यवाही की जा सके।

संलग्नक:- यथोक्त।

भवदीय,

अइम ७

(राहुल कुमार)

24.7.2021

वरिष्ठ प्रबंधक (सॉफ्टवेयर)

