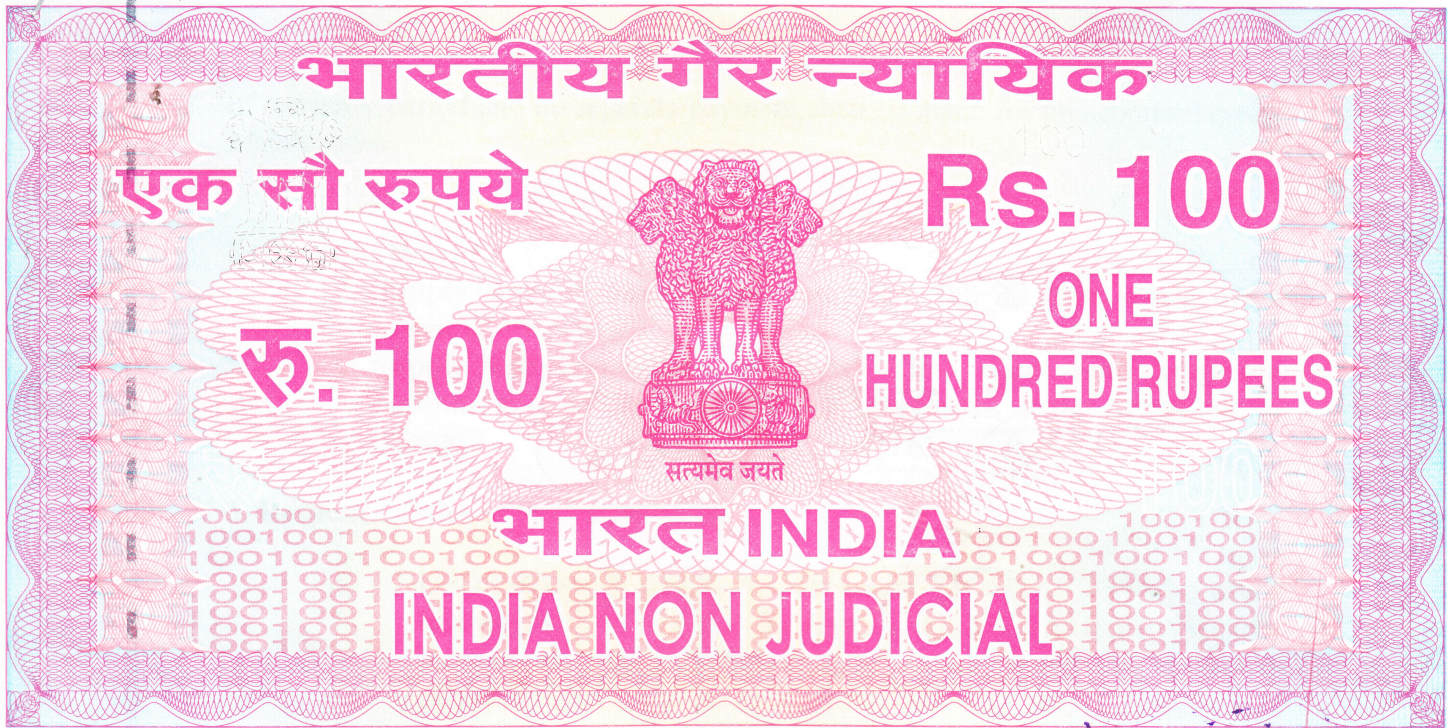


ORIGINAL  
IN COLLEGE



उत्तर प्रदेश UTTAR PRADESH

EK 322166

18 SEP 2018

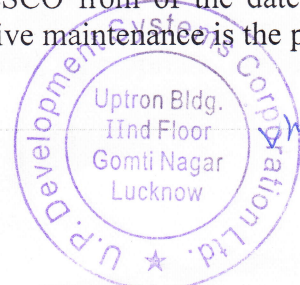
### Memorandum of Understanding

This MoU is made on this the \_\_\_\_ Day of October, 2018 between Principal, Rajkiya Raza Snatkottar Mahavidyalaya, Rampur (henceforth referred to as Purchaser) having its office at Rampur, U.P. on the one part and Uttar Pradesh Development System Corporation Ltd., (a UP Govt. Undertaking), a company incorporated under section 21 the companies Act, 1956 and having its registered office at 2<sup>nd</sup> Floor, UPTRON Building, Near Gomti Barrage, Gomti Nagar, Lucknow-226010, Uttar Pradesh, INDIA, (henceforth referred to as **UPDESCO**) on other part.

**Whereas** UPDESCO is providing quick, specialized professional services that are required to support various plan formulations at state and at regional level. It was increasingly felt that entire government functions could be performed more effectively if they could get prompt technical, specialized, data base and systems support services at one reliable and accountable source, inside the state.

### Completion period:

The UPDESCO agrees to complete the scope of work within a period of 12 weeks days from the date of the release of the first installment of the payment. The UPDESCO shall obtain a work completion certificate from the **Purchaser** authorized representative and Three years comprehensive maintenance of all installed equipment's shall be provided by the UPDESCO from of the date of completion/ installment of such work. This comprehensive maintenance is the part





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क्रम संख्या 10187  
 स्टाम्प विक्रय की तिथि 03-10-18  
 स्टाम्प क्रय करने का प्रयोजन \_\_\_\_\_  
 स्टाम्प क्रेता का नाम व पूरा पता श्री श्री डि.के. गोपाल  
 स्टाम्प की धनराशि 100/-

स्टाम्प विक्रेता श्री  
 लाइसेंस नम्बर 191  
 लाइसेंस की अवधि 31-3-2019  
 2/178, विशाल खण्ड, गायत्री नगर, लखनऊ



of warranty period and no separate payment shall be made for this comprehensive maintenance.

## 2. Scope of Work:

- a) **Supply and installation of computer lab as per work order provided by college.**
- b) **Supply and installation of Smart Class room with projector, podium and other accessories as per work order provided by college.**

## 3. Responsibilities of the UPDESCO:

- A. UPDESCO will identify a nodal person for this activity who would be contacted by Principal, Rajkiya Raza Snatkottar Mahavidyalaya, Rampur for any problem that may arise during the agreement period.
- B. The UPDESCO will be responsible for supply & installation of all the required Hardware & Software necessary for the implementation & smooth running Upgradation of (Work detail) Equipment facility in accordance with the specifications mentioned in 'Scope of Work'. The SP will keep the Hardware & software in good working condition during the contract period to the satisfaction of **Purchaser**.
- C. The UPDESCO will provide onsite Technical Assistance during the contract period. UPDESCO shall also be responsible for providing contact numbers of the responsible persons who can be contacted for onsite support in case any exigency. UPDESCO will ensure that response time is not more than 48 working hours for major operational failures and 24 hours for minor problems.
- D. The UPDESCO shall be fully responsible for execution of the project on turnkey basis as per the requirement of **Purchaser** Proper disbursement of wage/remuneration and other admissible benefits under laws shall be the sole responsibility of the UPDESCO.

## 4. Responsibilities of Purchaser

- A. The Purchaser will be responsible to report about any problem related to services on their Technical Assistance number so that necessary steps can be taken on priority.
- B. The Purchaser ensure to make payment to UPDESCO as agreed in this agreement in accordance with the payment schedule.
- C. Purchaser will be responsible for providing appropriate space, power supply with back-up.





- D. Ensuring security and safety of the deployed Hardware shall be the responsibility of **Purchaser**.

**5. Payment Terms:-**

- a) The total consideration payable by **Purchaser** to UPDESCO for the agreed scope of work shall be (amount in RUPEES) finalized by e-tender.
- b) Advance Payment of 90% of total value (i.e. the work order by college) pertaining to part 'A' which are to be taken up in the first phase on priority basis, will be released by **Purchaser** along with the work order. Rest of the 10% amount shall be released within 15 days of completion of the work.
- c) UPDESCO will provide 5% of BG to college through its selected Vendor in this e-tender.
- d) Estimated rates /value as per Annexure –‘A’.

**6. Guiding Document:**

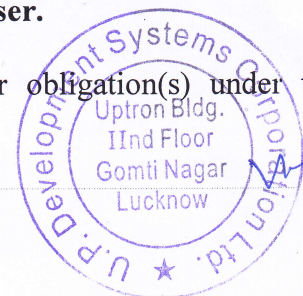
As per RUSA enquiry 453/SPD/RUSA/324/18 dated 10.08.2018 following guidelines are followed by colleges.

- a) Turnkey solution of establishment of smart class room and establishment of computer center is proposed with 03 years warranty by UPDESCO through its selected vendor.
- b) Price of turnkey solution of establishment of smart class room and establishment of computer center is inclusive of GST and UPDESCO Margin.
- c) Price is inclusive of establishment of equipments as per work order given to UPDESCO.
- d) Price is inclusive of freight as per work order given to UPDESCO.
- e) 2% TDS will be deducted before final payment to UDESCO.
- f) Payment will be made by RUSA Colleges to UPDESCO through e-payment.

**7. Terms, Termination and Suspension of AGREEMENT:**

The Principal, Rajkiya Raza Snatkottar Mahavidyalaya, Rampur may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to UPDESCO, terminate this AGREEMENT in whole or in part:

- A. If UPDESCO fails to render services as per the scope of work defined or up to the satisfaction mark of the **Purchaser**.
- B. If UPDESCO fails to perform any other obligation(s) under this AGREEMENT.





**8. Force Majeure:**

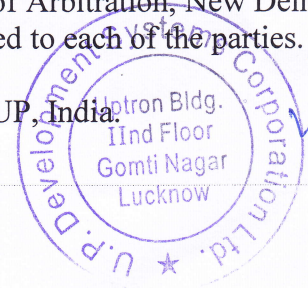
Either party shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond their reasonable control, including but not limited to natural calamities, insurgence activities, strikes and automatic network congestions or any other activity paralyze the service of UPDESCO as a whole. In the event of such cases, parties may mutually agree to suspend work for a particular period of time.

**9. Penalty clause**

All the works under this agreement shall be carried out strictly in accordance with the specifications provided in 'Scope of work' and in accordance with the layout plan. In case of failure to adhere to the approved plan/specification, the Principal, Rajkiya Raza Snatkottar Mahavidyalaya, Rampur may deduct suitable amount from the payment outstanding. In case of failure on part of UPDESCO in providing onsite support during the warranty period, the Purchaser reserves the right to get the work done from the other market service providers and cost incurred their on shall be deduct from performance bank guarantee submitted to purchaser.

**10. Disputes and Arbitration:**

- A. Nothing contained in this Agreement shall be construed as a joint Venture or partnership between Purchaser and UPDESCO & this Agreement shall be on a principal to principal basis and each party shall be liable, responsible and accountable to their respective members/customers in regard to the business carried on by them. It is specifically agreed that Agreement does not create relationship of partnership between the parties.
- B. A dispute shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. The Arbitral Tribunal shall consist of 3 arbitrators, one each to be appointed by the one part and the other part. The third arbitrator shall be chosen by the two arbitrators, so appointed by the parties who shall act as presiding arbitrator. In case of failure of two arbitrators appointed by the parties to reach upon a consensus for appointment of third arbitrator within a period of 30 days of receipt of the notice of the appointment of its arbitrator by the other party, the presiding arbitrator shall appointed by the Indian Council of Arbitration New Delhi (India).
- C. If one of the parties fails to appoint its Arbitrator in presence of clause (10B) as above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, the Indian Council of Arbitration, New Delhi (India) both in cases shall appoint the Arbitrator. A certified copy of the order of the Indian Council of Arbitration, New Delhi (India) making such an appointment shall furnished to each of the parties.
- D. Arbitration proceeding shall be held at Lucknow, UP, India.





Wherefore both the Ist party and the IInd 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:

**Ist Party**

For and on behalf of:  
Purchaser Principal, Rajkiya Raza Snatkottar  
Mahavidyalaya, Rampur:  
Designation :

Signature :  
Seal :

*R. Prasad*  
Principal  
Govt. Raza P.G. College  
Rampur (U.P.)

Witness 1

Dr. R. P. Yadav :

Designation: PRINCIPAL

Address : GOVT. RAZA P.G COLLEGE  
RAMPUR

Signature :

Seal :

Dr. Baby Tabassum  
Asst Prof Zoology RUSA Co-ordinator  
Govt. Raza PG College  
Rampur (U P)

**IInd Party**

For and on behalf of:  
Uttar Pradesh Development System  
Corporation Ltd. (UPDESCO)  
.V.K.Maurya

Designation: Assistant Manager (Systems)

Signature :  
Seal :

*V.K. Maurya*

Witness 2

Rakesh Kumar :

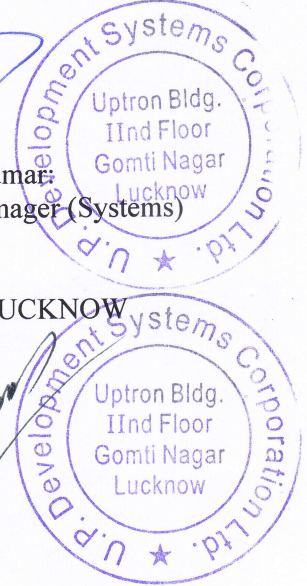
Designation: Junior Manager (Systems)

Address : UPDESCO LUCKNOW

Signature :

Seal :

*Rakesh Kumar*





## Annexure - A

(A)	Item Description	Warranty	Technical Specifications Needed	Qty	Unit Price (INR)	UPDESCO Centage @ 7%	GST %	GST Amount	Net unit price (Unit price+Centage+GST)	Total Amount (INR)
<b>Proposal for one Computer Centre Setup</b>										
1	Core I5-8400 6 Core 9MB Cache, 2.8GHz, 4GB (1x4GB) DDR4 2400MHz expandable upto 32GB with 2 DIMM slots, 1TB SATA (7200 Rpm) Hard Drive, 19.5inch wide LED Backlit monitor with minimum 1600 X900 resolution, TCO 6.0 Certified, Keyboard, Mouse, Mswindows 10, Antivirus, 3 year warranty.	3 years	Specification Attached (Annexure-1)	20	51,400.00	3,598.00	18%	9,899.64	64,897.64	12,97,952.80
2	MS Office ProPlus 2016 (Academic)	Standard	Specification Attached (Annexure-2)	20	6,500.00	455.00	18%	1,251.90	8,206.90	1,64,138.00
3	Multi-Function Device - SCAN, PRINT, FAX, COPY	3 years	Specification Attached (Annexure-2)	1	20,655.00	1,445.85	18%	3,978.15	26,079.00	26,079.00
4	Flatbed Color Scanner	3 years	Specification Attached (Annexure-3)	1	30,375.00	2,126.25	18%	5,850.23	38,351.48	38,351.48
5	6 KVA online UPS with 1 hour back up	3 Years on UPS and 2 years Battery	Specification Attached (Annexure-4)	1	1,36,820.00	9,577.40	28%	40,991.27	1,87,388.67	1,87,388.67
6	2 TB External HDD for back up	3 years Standard		2	12,150.00	850.50	18%	2,340.09	15,340.59	30,681.18
7	Networking with Cat6 cable including accessories like switch, card, wire, fitting etc in a single room @ Rs 5000/- per Node x 20 Nodes Brand- Dlink Furniture ans Fixture	3 years Standard		20	5,000.00	350.00	18%	963.00	6,313.00	1,26,260.00
8	Diesel Generator set of 10 KVA With silent canopy @ 1 set per Lab having 20 computers. The DG set will have 0.8 power factor.	3 years	Specification Attached (Annexure-5)	1	2,97,000.00	20,790.00	18%	57,202.20	3,74,992.20	3,74,992.20
9	Supply, installation and Testing Cost			1	4,50,000.00	31,500.00	18%	86,670.00	5,68,170.00	5,68,170.00
				<b>Total Cost for the setup</b>					<b>30,41,281.00</b>	
<b>Proposal for One Smart Class Room</b>										
1	Projector DLP Illumination: 3000 Contrast Ratio: 2100:1 Aspect Ratio: 4:3 Projector screen	3 years on Projector and 3 months/500	Specification Attached (Annexure-6)	1	98,130.00	6,869.10	18%	18,899.84	1,23,898.94	1,23,898.94
2	Interactivity and Wall Mount Kit	3 Years	Specification Attached (Annexure-7)	1	2,71,025.00	18,971.75	18%	52,199.42	3,42,196.17	3,42,196.17
3	Digital Lectum /Lectern/ Podium with Visualizer and Computer	3 Years on UPS and 2years Battery	Specification Attached (Annexure-8)	1	27,455.00	1,921.85	28%	8,225.52	37,602.37	37,602.37
4	1 KVA ups with minimum 1 hour Back up for Podium	3 Years		1	28,500.00	1,995.00	18%	5,489.10	35,984.10	35,984.10
5	Audio System (Speaker and Mic)	3 Years	Specification Attached	1	42,050.00	2,943.50	18%	8,098.83	53,092.33	53,092.33
6	Wireless IP camera 24/7 Camera Surveillance Wireless N Connectivity Two-Way Audio Installation and training.	3 Years	Specification Attached	1	1,96,260.00	13,738.20	18%	37,799.68	2,47,797.88	2,47,797.88
7	Diesel Generator set of 5 KVA With silent canopy @ 1 set per Lab having 20 computers. The DG set will have 0.8 power factor.	3 Years	Specification Attached (Annexure-5)	1	1,96,260.00	13,738.20	18%	37,799.68	2,47,797.88	2,47,797.88
				<b>Total Cost for the setup</b>					<b>8,40,572.00</b>	

Note : Annexures are attached in Rusa letter no. 453/SPD/324/18 dated 10.08.2018.

