

उत्तर प्रदेश UTTAR PRADESH

65AE 252673

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Amit Kumar Singh (Consultant)**  
**and**  
**MECTOI TECHNOLOGIES, LUCKNOW**

**1. Purpose**

With the object of promoting their co-operation in providing software development and technology services and supply of **“AMC and Software updates for EMB, ePayment and PMIS”** to UPTRON Powertronics Limited, Lucknow, Uttar Pradesh (UP nodal agency) and Jal Nigam, U.P. Lucknow. Amit Kumar Singh (Consultant), Lucknow, Uttar Pradesh (“Developer”) and Mectoi Technologies, Lucknow [GSTIN: 09ABBFM2085K1Z1] (“Vendor”) are collectively entering into the following Client-Vendor Memorandum of Understanding (“MoU”).

Sworn and Verified  
Before Me

**2. Background**

UPTRON has been engaged for Development and implementation of **“AMC and Software updates for EMB, ePayment and PMIS”** for Managing Director, Jal Nigam, U.P. Lucknow as per work order no. \_\_\_\_\_ dated \_\_\_\_\_ of Managing Director Jal Nigam, U.P., with reference to e-tender ref. no. \_\_\_\_\_ dated \_\_\_\_\_.

C.P. MISRA  
ADV & NOTARY  
HQ LUCKNOW U.P. INDIA  
REON. NO 20914  
EXPIRY DATE 15-3-2025

Identify the person/Executant/Suraty  
who has/have signed/put T.I. before me.



Further to this, UPTRON awarded "**Development and Installation of "AMC and Software updates for EMB, ePayment and PMIS"**" project via work order no. \_\_\_\_\_ dated \_\_\_\_\_ to MECTOI Technologies, Lucknow.

Eventually, Mectoi Technologies, Lucknow via purchase order no. MT/22-23/\_\_\_\_ dated \_\_\_\_\_ hired / awarded "**Development and Installation of "AMC and Software updates for EMB, ePayment and PMIS"**" project to Amit Kumar Singh (Consultant) to design develop and implementation of "**AMC and Software updates for EMB, ePayment and PMIS"**" as per the scope of work and terms defined in e-tender ref. no. \_\_\_\_\_ dated \_\_\_\_\_. Amit Kumar Singh as a Consultant / Developer to Mectoi Technologies.

Development and implementation partner to M/S Mectoi Technologies Lucknow agrees to Develop and Implement "**AMC and Software updates for EMB, ePayment and PMIS"**" and provide technical assistance to assist MECTOI Technologies to carry out activities that will expand the support they provide to UPTRON & Jal Nigam U.P. Lucknow.

The results of this exercise will assist MECTOI with the above mention work and One (1) year maintenance support from the date of MoU.

### 3. Specific Co-operation Projects

This MoU is specifically created / signed for project mention above for Uttar Pradesh Jal Nigam, Lucknow.

This MoU will be governed by the following –

- a. Terms and conditions specified in the work order no. \_\_\_\_\_ dated \_\_\_\_\_ of MD, Jal Nigam, Lucknow, along with e-tender ref. no. \_\_\_\_\_ dated \_\_\_\_\_ AND work order no. UPL/\_\_\_\_\_ dated \_\_\_\_\_ (from UPTRON to MECTOI Technologies).
- b. The payment will be paid back-to-back as per mentioned in e-tender ref. no. \_\_\_\_\_ dated \_\_\_\_\_ and work order no. \_\_\_\_\_ dated \_\_\_\_\_. MECTOI will release the payment to Amit Kumar Singh (Consultant) within 15 days (max) after the payment has been released from UPTRON to MECTOI Technologies and getting the signed work satisfaction report from the department and the updated source code along with database.
- c. MECTOI Technologies will not deploy the existing source code (or modified version of the same code) and database to any other department without written permission from the Amit Kumar Singh (Consultant).

### 4. Financial Arrangements

Both Parties understand that all financial arrangements between the Parties will follow the financial / payment terms mentioned in work order no. \_\_\_\_\_ dated \_\_\_\_\_ and MECTOI to pay Amit Kumar Singh



(Consultant) amount mentioned in the bills which will be presented to UPTRON from MECTOI Technologies after deduction of Centage / Service Charge of 4% along with the deductions made by the department and UPTRON (GST, TDS, Security and any other).

## 5. Liability

Except for loss or damages caused through gross negligence or intent, the Parties shall have no liability to each other hereunder.

**Development and implementation partner** Mr Amit Kumar Singh (Consultant), Lucknow should need to give technical assistance and solution of the problem within 24 to 48 hours to assist MECTOI Technologies to carry out activities that will expand the support they provide to UPTRON & M.D. Jal Nigam U.P. Lucknow for "AMC and Software updates for EMB, ePayment and PMIS" for a time period of one (1) year from the date of MoU. **In case of failure Mectoi technologies may take legal action against Mr Amit Kumar Singh (Consultant) and can apply fine for delaying the solution.**

## 6. Legal Relationship

This MoU shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between both the Parties for project Design, Development and Implementation of "AMC and Software updates for EMB, ePayment and PMIS." Nothing in this MoU shall create any legal relationship between the Parties.

## 7. Commencement, Renewal, Termination

This MoU will be effective from the date of the last signature hereto and will remain in force for a **time period of One (1) year. Either Party cannot terminate or cancel this MoU by any means before the MoU validity period.**

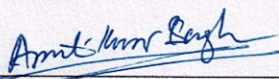
This MoU has been drawn up in two (2) original copies in the English language, each Party receiving one duly signed copy hereof.

Signed on behalf of Amit Kumar Singh  
(Consultant):

Signed on behalf of Mectoi Technologies:

Place: Lucknow  
Date: 29-04-2023

Place  
Date:

  
\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Director