

ଓଡ଼ିଶା ओडिशा ODISHA

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**Memorandum of Understanding (MOU)  
between  
Higher Education Department (HED),  
Government of Odisha  
and**

**Telecommunications Consultants India Ltd. (TCIL)**

This is an agreement on 07-03-19 (date) between

“Telecommunications consultants India Ltd”, A Govt. of India Enterprise having its registered office at TCIL Bhawan, Greater Kailash-1, New Delhi -110048, hereinafter called TCIL.

and

Higher Education Department, Government of Odisha represented by Commissioner-cum-Secretary, Higher Education, Government of Odisha, Odisha Secretariat, Bhubaneswar – 751001, Odisha, hereinafter called HED.

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## 1. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party and terms and conditions of the project as they relate to the Implementation of Virtual Classrooms in Colleges under HED (135 Virtual classrooms).

## 2. BACKGROUND

In consideration of the foregoing and of the mutual promises set forth herein, and the Purchase Order released by HED to TCIL. The parties hereto agree as follows:

- 2.1 HED has given a Work Order to TCIL for implementation of 135 Virtual Classrooms in the state of Odisha vide Work Order No. 4462 Dated. 21.02.2019 and TCIL will do the implementation of these 135 Virtual classrooms inclusive of one year of comprehensive warranty period.
- 2.2 TCIL agrees to perform for HED the services listed in the Scope of Services section below." HED agrees that TCIL shall have ready access to Company's staff and resources as necessary to perform the service provided for this contract.
- 2.3 Total 135 numbers of Virtual classrooms are to be implemented.

## 3. Scope of Work under this MOU

TCIL shall provide the following services under this project:

Implementation of 135 Virtual Classrooms in Government & Non Govt. (Aided) Degree Colleges in the state of Odisha

## 4. Warranty for the supplied products

- 4.1. The products/ licenses supplied in Virtual Classrooms by TCIL shall conform to the comprehensive warranty of one (1) year from the date of installation.
- 4.2. Repairs/ replacement/ of hardware equipment, Higher faults and software malfunctions shall be covered under warranty.
- 4.3. Physical damage of the hardware equipment shall not be covered in the warranty
- 4.4. Comprehensive support shall be provided to the user throughout the warranty period.
- 4.5. TCIL shall take care of complaints received from the Colleges directly in a well-timed manner. The complaints shall be resolved within 2-7 business days.

## 5. Delivery, Installation & Training

- 5.1. Free delivery shall be done by TCIL at Institution door step.
- 5.2. Installation and commissioning shall be done by TCIL at User's site.
- 5.3. TCIL will train teachers on Virtual Classroom usage. The Teacher Training will be conducted in a session of one day for batch size 50-60 teachers and will be organized by HED.
- 5.4. Teachers travel, accommodation, refreshment cost will be borne by the respective colleges.
- 5.5. **Delivery lead time of 90 Days.** In the event of delay after the stipulated time, liquidated damages (LD) shall be chargeable at 0.5% of the project subject to a maximum of 10%.

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## 6. Responsibility of TCIL (supplier)

- 6.1. Quality: Best quality product shall be supplied as per the specifications mentioned.
- 6.2. Packing: It is the responsibility of TCIL to sufficiently and properly pack the consignment and also in the prescribed manner for transport by road, rail, air or sea, as the case may be, so as to ensure its delivery at a destination free from loss damage or pilferage.
- 6.3. Delivery Period: TCIL shall arrange to deliver the material in 8-10 weeks from the date of signing the MOU.
- 6.4. Document with shipment: Delivery challan in quadruplicate containing purchase order no., L/R No. and date, description of material as given in purchase order (PO) shall be submitted at the time of supplying the material. After delivering and installation of the material, it is the responsibility of TCIL to obtain the Stock entry certificate along with Signature and Stamp of the Head of the Institution on Invoice.
- 6.5. Document for payment: TCIL shall send original invoices, to the Colleges (Annexed in the Work Order) including the delivery challan signed from the consignee's locations. Guarantee/ Warranty certificate needs to be submitted along with the Invoice in original.
- 6.6. Electrical or civil work (if any) shall be done by TCIL as per the requirement for installation.
- 6.7. Service Support at Institution Level: Minimum of 8 Service Personnel shall be available region wise for immediate service support.

## 7. Responsibility of HED (customer)

- 7.1. HED shall provide the list of Colleges for installation of Virtual Classrooms.
- 7.2. HED shall provide appropriate infrastructure with power supply for the installation of the equipment.
- 7.3. List of colleges along with quantity shall be provided by HED for the installation.
- 7.4. **Successful Sign off on the Quality, Delivery Challan & Installation:** A representative (head of the institution or any nominated personnel on behalf of the Head of the Institution on every site has to do Sign off stating a successful delivery of the items in good condition as per the Delivery Challan/ Installation Certificate to be provided at the site.

## 8. Jurisdiction

The contract shall be governed by and constructed according to the laws in force in India. The service provider shall hereby submit to the jurisdiction of the courts situated at Bhubaneswar, Odisha, for the purpose of actions and proceedings arising out of the contract and the courts at Bhubaneswar shall have the sole jurisdiction to hear and decide such actions and proceedings.

## 9. Confidentiality

- 9.1. Confidential information (the "Confidential Information") refers to any data or information relating to HED which would reasonably be considered to be proprietary to them including, but not limited to, accounting records, business processes, and client records where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.
- 9.2. TCIL agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which they have obtained, except as authorized by the HED. This obligation will survive indefinitely upon termination of this Agreement.

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- 9.3. All written and oral information and material disclosed or provided by HED to TCIL under this Agreement is Confidential Information.

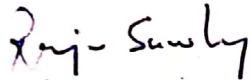
#### 10. Payment terms

- 10.1. 30% payment shall be done by HED as advance on the acceptance of the Purchase Order.  
10.2. 50% shall be paid after delivery and installation at site.  
10.3. Balance 20% shall be paid after training by consignee.

#### 11. Effective date and signature

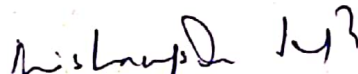
This MOU shall be effective upon the signature of Parties A and B authorized officials.  
Parties A and B indicate agreement with this MOU by their signatures.

Signatures and dates



[Telecommunications Consultants India Ltd]

Date 7/3/19

  
[Higher Education Department]

Date

27/7/19