

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered into by and between:

Department of Higher Education, Government of Odisha
Government of Odisha, Secretariat, Bhubaneswar

and

Centre for Advanced Communication (CACM),

having their registered office at
Science & Technology Entrepreneurs' Park,
Indian Institute of Technology – Kharagpur (IIT – KGP)
P.O. Kharagpur Technology, West Bengal , 721302

A. Purpose, Roles and Responsibilities

Government of Odisha through The Department of Higher Education will allot space, teaching staff, stable electricity & fund in different educational institutes to set up laboratories for

1. Enhancement of knowledge of English language
2. Development of interpersonal communication skill and
3. Life skills training

The interior & furniture arrangements should be made in such a way that there should be no obstruction of vision so that students can learn and interact in both verbal and non-verbal forms of communication without any hindrance.

Centre for Advanced Communication, IIT, Kharagpur with their patented Interactive, Software Integrated Learning System and professional design & execution team should

1. Plan, design and arrange the space in such a way that the said purposes are met.
2. Provide multimedia content delivery & interaction system with multimedia content for language & communication skill enhancement.
3. Should develop the laboratory within mutually agreed time frame.
4. Should utilize their expertise to train the trainers to use the Interactive, Software Integrated Learning System along with the multimedia contents for the said purpose and to provide further training to new trainers in case of non-availability/shortage of trainers.
5. Should design the initial & follow-up trainers training programs for the benefit of faculty & students. And share their experience on running this facility in all the IIT's of this region and other major Government institutes, ITI & Polytechnics of the state of Odisha.

B. Further Association

The Centre for Advanced Communication ,IIT, Kharagpur will take care of the following issues to meet the deadline & purpose of project/ association.

- (a) A clear instruction will be given on the materials to deliver and on the site of delivery. Department of Higher Education will ensure that the allotted space is same as mentioned in the order / instruction and space is ready to initiate the project. Details of the requirement & financial consideration are enclosed with this MoU.

Delivery of the ordered goods and setting-up of the laboratory shall be made by Centre for Advanced Communication at the listed institutions within 30 days from the date of signing the MOU/ getting the order. Centre for Advanced Communication will be entirely responsible and bear all the cost towards taxes (except entry tax), duties, license fees, freight, packing forwarding, insurance, installation and commissioning etc. to be incurred.

- (b) The delivery of goods shall be made by Centre for Advanced Communication in accordance to the order / instruction placed to them in **Annexure A** with the MoU.

- (c) Centre for Advanced Communication shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods, final destination and the absence of suitable handling facilities at all points in transit.

- (d) Department of Higher Education will not pay separately for transit insurance. Centre for Advanced Communication to ensure delivery of goods in perfect condition and shall replace / rectify the missing / defective parts if any at their own cost.

The goods to be supplied under the agreement/MOU shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery of the goods from Warehouse to the delivery point on " All Risk" basis including war Risks and Strike Clauses.

- (e) **Centre for Advanced Communication to provide any or all of the following services:**
- (a) Furnishing of detailed operation and maintenance manual for each appropriate unit of supplied goods.
 - (b) Furnishing of tools required for assembly and / or maintenance of the supplied goods.
 - (c) Performance or supervision of on-site assembly and / or maintenance of the supplied goods.
 - (d) A maintenance contract for the goods supplied, if required by the user beyond the warranty period shall be on Mutually agreed terms between the user and supplier.

(f) GUARANTEE /WARRANTY:

Centre for Advanced Communication to provide service on all the items made / supplied by them for a period of 12 months from the date of demonstration /completion certificate whichever is earlier. Back-up support for technical matters will be provided online as and when required but physical visit will be made once in each quarter of the year. Apart from the scheduled visits, other calls will be attended within seven working days. CACM shall make digital courseware and updated version of ISIL Software available to the department / institutes as when those are ready. These services are FREE during warranty period.

The Department of Higher Education shall promptly notify in writing of any claims arising under this warranty. Upon receipt of such notice, Centre for Advanced Communication shall, with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Purchaser. If CACM, having been notified, fails to remedy the defect(s) within a reasonable period, the Higher Education Department may proceed to take such remedial action as may be necessary at the CACM's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the agreement.

(g) TAXES AND DUTIES:

Centre for Advanced Communication shall entirely be responsible for all Government Taxes and Duties etc. No deductions will be made on account of State Sales Tax / VAT as Centre for Advanced Communication will pay the same amount as Central Sales Tax (CST) in West Bengal.

Entry tax paid by Centre for Advanced Communication, at the local (destination head) Corporation /Municipality is allowed once only on production of money receipt for such payment, as claimed in the offer. Department of Higher Education will consider and pay any future change related to taxes / duties applicable through regulations, notifications or laws in India.

(h) STANDARDS:

The goods supplied under this agreement shall conform to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned, the goods shall conform to the latest National / International standards.

Reporting Requirements

Centre for Advanced Communication, as a part of the project will update the Department of Higher Education regarding the progress of project after every quarter of the year. Department of Higher Education will also put their observation & feedback in writing and instruct the institutes to act on it (if any).

Payments

Payments to be made by vide cheque/ DD / Online Transfer drawn/made in favour of "CENTRE FOR ADVANCED COMMUNICATION". 100% payment shall be made within seven working days after successful test and demonstration / satisfactory training by the Department of Higher Education / individual institutes.

Confidentiality


In order to ensure the safety of both the concern, all parties to the memorandum of understanding agree to adhere to the confidentiality expectations.

Timeframe

This MOU will be in effect for 3 years i.e. will commence on **01/03/2013** and will dissolve at the end of the **29/02/2016**.

This Memorandum of Understanding is the agreement between Department of Higher Education, Government of Odisha and Centre for Advanced Communication, IIT, Kharagpur and may be amended only by written agreement signed by each of the parties involved

Signed on behalf of Department of Higher Education, Government of Odisha

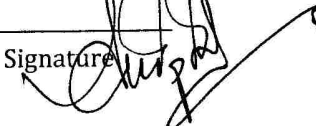
Authorized Official:  13/13
Signature

Sri Laxmi Narayan Mishra, IAS

Printed Name and Title

Address: Additional Secretary to Government, Department of Higher Education, Govt. of Odisha,
Telephone(s): 0674-2391133 : E-Mail Address: sptc.hed@gmail.com

Signed on behalf of Centre for Advanced Communication, IIT, Kharagpur

Authorized Official: 
Signature

Mr. Sandip Pal


Printed Name and Title

Address: CEO & Patent Holder of ISIL System
ISIL Labs, STEP, IIT-Kharagpur, West-Bengal
Telephone(s): +91 9830805091, +91 9434005091, 03222 220461
E-Mail Address: admin@isillabs.com ; skilljunction@gmail.com

Particulars	Quantity	Rate	Freight	Packaging	Cost of	Rate of	CST	Total Due
	Pcs / Job	per unit		-Insurance	SUPPLY	CST	amount	in Rupees
	A	B	C	D	E =	F	G	
					(A x B)+(C+D)		E x F	
Step 1 :: Plan, design & arrangement of interior & furniture								
Considering that the room will be used for Enhancement of knowledge of English and other language Development of communication skill Enhancement of ability for role-play, conversation, presentation, group discussion and facing interview. Room Size 26ft. x 20ft.	520	1525	22870	14675	830545			
	sq ft	Rs. Per sq ft	Add. Service Tax 4.3%		35713.44			
					866258.4	13.50%	116944.9	983203.32
Instructor area decking	1 job							
Side & Back wall cladding to prevent sound reverbration	1 job							
Students area decking	1 job							
Front Wall arrangement	1 job							
Instructors desk with chair	1 job							
False Ceiling (grid type)	1 job							
Electrical work at Ceiling (<u>Excluding Fans</u>)	1 job							
Room & furniture painting	1 job							
PVC Mat / Carpet at decking area	1 job							
Specially fabricated chair for users'	1 job							
Group Discussion table for four people with stool	1 job							
Fire Extinguisher - 2 no's 5 KG each	1 job							
Split Air Conditioners- 2 Ton Each - 3 star rating make Voltas or similar	2 nos							
Step 2 :: Creation of Wired Interactive, Software Integrated Learning Environment with 24 user CACM ISIL software (in one DVD) compatible to Windows 7 along with Digital Courseware								
Customised Single Computer based Interface & Software Features are • Instructors Microphone to all Users Headset / PA System • Computer audio to all Users Headset / PA System • AUX or other source to all Users Headset / PA System • Provision for accepting external audio / Cable TV input • Talking to any user without interrupting others • Attending Calls on One to One mode • Receiving Calls from all users • Grabbing a particular booth & broadcasting the audio to all Users Headset / PA System • Recording facility • Polling on rapid mode • Calls Blocking Digital switching unit: • Single computer driven switching unit i.e. One Digital interface compatible with MS Windows 7 User console unit • Customised user interaction unit with headphone & microphone input and response button for each user. Following items will be provided along with the core part • Specially designed courseware with audio & video lessons on language & communication skill enhancement	24	12500	12750	8300	321050	4.00%	12842	333892.00
Step 3 :: Integrating the ISIL System with the Accessories required for delivery of content & interaction								
Computer for ISIL System with licensed Win 7 OS, MS Office	1	45680	200	150	46030	4.00%	1841.20	47871.20
1100 VA Uninterrupted Power Supply similar or higher	1	8700	200	175	9075	4.00%	363	9438.00
Amplifier make Ahuja Model - SSB 120 or similar	1	7475	200	175	7850	13.50%	1059.75	8909.75
Speaker make Ahuja Model - SMX 302 or similar	4	5160	200	175	21015	4.00%	840.6	21855.60
Wired Microphone make SHURE PG 48	1	1955	200	175	2330	4.00%	93.2	2423.20
Wireless Microphone Make Shure	1	26450	200	175	26825	4.00%	1073	27898.00
Headset (ie. Headphone + Microphone combination) of reputed make	26	805	200	175	21305	4.00%	852.2	22157.20
Setup for Mock GD/Interview/Presentation recording								
Digital Handycam make SONY	1	36800	200	175	37175	13.50%	5018.63	42193.63
Tripod make SONY	1	3220	200	175	3595	13.50%	485.325	4080.33
Multimedia Projector - 2500 ANSI lumens; native XGA - of reputed make	1	72750	200	175	73125.00	13.50%	9871.88	82996.88
Ceiling mounting arrangement of projector with VGA cable ,	1	18680	200	175	19055.00	13.50%	2572.43	21627.43
VGA Splitter & Screen	1	16890	200	175	17265.00	13.50%	2330.78	19595.78
Balance Carry forwarded								1628142.30

Particulars	Quantity	Rate	Freight	Packaging	Cost of	Rate of	CST	Total Due
	Pcs / Job	per unit		-Insurance	Contract	CST	amount	in Rupees
	A	B	C	D	E = (A x B)+(C+D)	F	G ExF	
Step 4 :: Creating an environment for computer based self paced learning and arrangement of room & furniture								1628142.30
	200	450	22870	14675	127545			
	sq ft	Rs. Per sq ft	Add: Service Tax 4.3%		5484.44			
					133029.44	13.5%	7958.974	150988.4087
Computer Table	4 nos							
Users Chair	4 nos							
Paint at Wall								
Split Air Conditioners- 1.5 Ton -3 star rating make Voltas or similar	200 sq ft							
Electrical & LAN related work at room	1 no							
Digital prints for decoration	1 job							
	1 no							
Step 5 :: Creating an environment for computer based self paced learning with the software for O level training (in one CD) having the following features along with the compatible accessories								
<ul style="list-style-type: none"> • Watch and listen to digital media programs • Record your voice digitally while simultaneously viewing audiovisual media • Playback your voice with the original media program for simultaneous sequential comparison • View synchronized subtitles as a comprehension aid • Complete exams to measure your progress • Use bookmarks to jump to any point in the media program • Loop program sections for listening and pronunciation drills • Recap selected program sections by sentence • Control the speed of the media program for enhanced comprehension and practice • View the media program's audio waveform for added pronunciation help. Zoom in and out as needed • Learn independently 			240	360	50600	4%	2024	52624.00
Computer for ISIL System with licensed Win 7 OS, MS Office & Antivirus	4	36750	200	150	147350	4%	5894	153244
1100 VA Uninterrupted Power Supply	4	8700	200	175	35175	4%	1407	36582
Headset (ie. Headphone + Microphone combination) of reputed make	4	805	200	175	3595	4%	143.8	3738.8
Please note that following are colleges where the labs will be established								
<ol style="list-style-type: none"> 1. B.J.B.(Autonomous) College, Bhubaneswar 2. Govt.(Autonomous) College, Bhawanipatna 3. Vikram Dev (Autonomous) College, Jeypore 4. Rajendra (Autonomous) College, Bolangir 5. Govt. (Autonomous) College, Rourkela 								
Total cost of project								2025319.51
Cost of Each Project in Indian Rupees (Including Tax)								2025320
Cost of all the five projects in Indian Rupees (Including Tax)								10126597.54
Less 1.25% Discount on the total cost as discussed & agreed by both the parties								126582
Cost after Discount								10000015
Final Price In words rounded off to Rupees One Crore Only								10000000

Signed on behalf of Department of Higher Education, Government of Odisha

Authorized Official: 
Signature

Sri Laxmi Narayan Mishra,IAS
Printed Name and Title

Addl. Secretary to Govt.
Dept. of Higher Education, Govt. of Odisha

Address: Additional Secretary, Department of Higher Education, Govt. of Odisha, Bhubaneswar.
0674-2391133, sptc.hed@gmail.com

Signed on behalf of Centre for Advanced Communication, IIT, Kharagpur

Authorized Official: _____


Sandip Pal,
CEO & Joint holder of ISIL System

Signature

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07.03.2013