

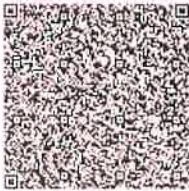


सत्यमेव जयते

INDIA NON JUDICIAL Chandigarh Administration

e-Stamp

Certificate No. : IN-CH43728996758666V
Certificate Issued Date : 21-Jul-2023 01:40 PM
Certificate Issued By : chpnoogei
Account Reference : IMPACC (GV)/ chimpsp07/ E-SAMPARK SEC-10/ CH-CH
Unique Doc. Reference : SUBIN-CHCHIMPSP0786025480357115V
Purchased by : LAV SHARMA
Description of Document : Article 4 Affidavit
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : EDCIL INDIA LIMITED
Second Party : Not Applicable
Stamp Duty Paid By : EDCIL INDIA LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



-----Please write or type below this line-----

This Memorandum of Understanding (MoU) is made on 21st day of July Two Thousand Twenty-Three (2023) between:

Directorate of School Education, Chandigarh (The Client) having its office at Additional Deluxe Building, 1st Floor, Jan Marg, 9-D, Sector 9, Chandigarh, 160009 hereinafter referred to as "**Directorate of School Education**" which expression shall, unless repugnant to the context, include his successors in office and permitted assignees of the **ONE PART,**

Page 1 of 6

JD 0032620790

Statutory Alert

1. The authenticity of this Stamp certificate should be verified at www.stockstamp.com or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the web/e / 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 Competent Authority.

AND

EdCIL (India) Limited, A Mini Ratna Category – I CPSE under the Ministry of Education, Government of India, having its Registered Office at 5th Floor, Vijay Building, 17 - Barakhamba Road, New Delhi and Corporate office at EdCIL House, 18-A, Sector 16-A, NOIDA- 201301, & is represented by "**Chief General Manager (DES)**", hereinafter referred to as "**EdCIL**", which expression shall, unless repugnant to the context, include his successors and permitted assignees of the **OTHER PART**.

Hereinafter collectively referred as parties and individually as party.

The Directorate of School Education and EdCIL hereby agree to terms and conditions set forth for providing the said services as defined hereunder

WHEREAS subsequent to decision taken by Directorate of School Education for awarding the work to implement e-education initiatives like Vidhya Samiksha Kendra and other ICT initiatives to EdCIL, being a Central Public Sector Enterprise under Ministry of Education, Government of India, and having wide experience in designing, installing, and commissioning of customised e-education solutions for large educational projects in domestic and international market.

WHEREAS EdCIL presented a proposal to undertake the Implementation of Vidhya Samiksha Kendra as a turnkey service provider.

NOW THESE PRESENT WITNESSES and it is hereby agreed and declared by and between the parties hereto as follows:

1. DEFINITIONS

The following terms shall have the meaning hereby assigned to them for the purpose of this MoU unless the context otherwise requires:

- 1.1 "MoU" means the MoU signed by the Parties with all attachments, namely Schedules, Annexures, Supplements, Appendices, Appendages, and all modifications made in accordance with the provisions of this MoU thereof between both parties.
- 1.2 "Effective Date" means the date on which this MoU comes into force and effect pursuant to Clause 7
- 1.3 "Fees" shall mean the agreed fees payable by "Directorate of School Education" to EdCIL for the services rendered by it as detailed under Clause 6 hereto.
- 1.4 "Services" means the work to be performed by EdCIL, as described under the Scope of Work.
- 1.5 "SINGULAR AND PLURAL" words imparting singular may also include the plural and vice versa where the context so require.

2. SCOPE OF WORK

EdCIL will be a turnkey service provider for implementation of VSK in Directorate of School Education, UT Chandigarh EdCIL will setup a Project Management Unit (PMU) to implement VSK for Directorate of School Education.

2.1 EdCIL will execute various projects as a “**Turnkey Consultancy Provider**” in which EdCIL will float a tender on behalf of Directorate of School Education, and on board the Executing Agency for various hardware/software/human ware support solution

2.2 The PMU will work with the Directorate of School Education to provide cost-effective solutions for procurement, installation, and commissioning of digital initiatives. All scope of work will be finalized through consultation between Directorate of School Education and EdCIL team. The team will prepare necessary technical specifications of tender in accordance with rules and regulations for procurement.

The scope of work of EdCIL, but not limited to, will include:

1. Function as a turnkey consultant for setting up and management of Vidya Samiksha Kendra (VSK) for provides access to multi-level real- time and near real-time student data.
2. Setting-up of Project Management Unit (PMU) comprising of dedicated skilled resources/professionals as per guidelines of NCERT/MoE.
3. Function as a turnkey consultant for setting up and management all other initiatives in ICT segment.
4. EdCIL will undertake requirements assessment for VSK.
5. EdCIL will share an initial plan as per the requirement ascertained by their team to Directorate of School Education for approval. The plan will define milestones of the project along with the timelines.
6. EdCIL will facilitate configuration and customization of VSK solution.
7. EdCIL will facilitate data integration from legacy applications (if any) to new system and handholding.
8. Central PMU will deploy the starter pack (from NIC) and will facilitate its upgradation. Further, Local PMU will integrate other existing applications with NIC starter pack.
9. To select system integrator for procurement, installation, commissioning, operations, and management of the entire system, including its sub systems, customer support etc., Codal formalities shall be followed by EdCIL..
10. Training to designated manpower for effective usage of the system.
11. Monitoring of the project by centralized and local PMU team for smooth operation

The scope of work of Directorate of School Education, but not limited to, will include:

1. To appoint a key person for coordination with EdCIL on e-education initiative like VSK and other ICT initiatives.
2. To provide suitable sites (physical space, power supply, etc.) for storage and



- installation of equipment / items.
3. To release payment to EdCIL in Indian Rupees as per Clause 5 of the MoU.
 4. To convey approvals / concurrence whenever sought during the execution of the individual project as per the MoU.
 5. To provide waybills for the road permit, if required.
 6. To provide the list of officials to whom training has to be imparted.

3. GENERAL OBLIGATIONS

- (i) Should circumstances arise, which call for modifications/changes in this MoU and unless it is absolutely necessary for smooth implementation of the Project, these may be made by mutual consent, in writing, between EdCIL and, Directorate of School Education. Such requirement for amendment would be indicated by EdCIL/Directorate of School in writing, with full justification and upon approval thereof by the parties hereto, such amendment shall form an integral part of this MoU with prospective effect unless explicitly agreed otherwise.
- (ii) EdCIL and Directorate of School shall serve written notices of their respective representatives authorized to act in pursuance to various provisions of this MoU. Such notice shall be served upon execution of the MoU and from time to time whenever any changes occur.
- (iii) In the event of any dispute or difference between the parties hereto, such dispute or difference may be possibly resolved amicably through mutual consultation.

4. ESTIMATED BUDGET

Department of School Education, UT Chandigarh has agreed to engage the services of Ed. CIL (India) Limited for preparation of integrated solution to establish the VSK. Ministry of Education, GOI has approved a sum of Rs. 2.00 Crores for the financial year 2023-24 (Rs. 1.70 Crore towards as non-recurring and Rs. 0.30 Lacs as recurring cost i.e., hiring of manpower services for smoothly running of VSK).

5. CONSULTANCY FEES OF EDCIL

For the turnkey consultancy services, EdCIL shall be paid consultancy fees @ 10% of total "Actual expenditure", which will be a part of estimated budget.

All applicable taxes shall be charged extra on the total project cost plus EdCIL consultancy fees.

6. PAYMENT TERMS FOR EdCIL

Payment for each individual project shall be made by department of education as below:

S.NO	Project Milestone	Payment Terms
1.	Advance payment after signing of MOU	20% of the estimated project cost and EdCIL consultancy charges.

2.	On issue of purchase order/LOA to supplier	20% of the tender discovered cost and EdCIL consultancy charges.
3.	On supply of items at project Site	30% of the tender discovered cost and EdCIL consultancy charges.
4.	On installation and commissioning of items at project Site	30% of the tender discovered cost and EdCIL consultancy charges.

- (i) EdCIL will submit final certified UC/SOE on completion of each project.
- (ii) Ed. CIL will raise the collective bills (Consultancy + Project Execution) and GST as per applicable rates on the total billing amount based on the milestones defined.

7. VALIDITY OF THIS MoU

This MoU shall be deemed to have come into force with effect from the date of signing of MoU and shall be valid for a period of 03 years from the date of its coming into force or till the period extended, which Department of School Education, UT Chandigarh agrees thereto. On the expiry of the MoU, if the said project continues the MoU shall be deemed to have been renewed from the forenoon of the next day of its expiry.

8. ARBITRATION/DISPUTE REDRESSAL

In the event of any dispute or difference relating to the interpretation and application of the provisions or MoU between Central Public Sector Enterprises (CPSEs)/Port Trust Inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.

9. LAWS GOVERNING THE MoU

This MoU shall be governed by the laws of India for the time being in force and subject to exclusive jurisdiction of courts at Chandigarh in case of any litigation which may arise in future.

10. TERMINATION OF MoU

- (i) Either of the parties may terminate this MoU in whole or in part upon One month written notice to either party. Upon receipt of such a notice of termination, EdCIL shall take immediate steps to close the Project. Directorate of School Education shall ensure reimbursement of the expenses incurred by EdCIL with regard to the Project, expenses incurred for prompt and orderly termination of the work and for the cost of such other work, as EdCIL is required by the Directorate of School Education, in writing, to complete.
- (ii) The EdCIL and Directorate of School Education may terminate this MoU mutually subject to reimbursing all costs, to EdCIL as incurred till the time, by client.

- (iii) This MoU will stand discharged by performance once the duration of the project is over unless it is extended mutually.

11. CONFIDENTIALITY

Both the parties agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this MoU shall be for all time and for all purpose regarded as strictly confidential and shall not be directly or indirectly disclosed to any person without the written permission of other party.

12. LANGUAGE


The ruling language according to which the MoU is to be construed and interpreted shall be the English Language.

13. FORCE MAJEURE

Neither Directorate of School Education nor EdCIL shall be responsible for delay or default in the performance of its obligations due to contingencies beyond its control, such as fire, flood, civil commotion, earthquake, war, strikes or government action. If such an event prevents either of them from performing its obligations under this MoU, the concerned would promptly notify the other. Notwithstanding this clause, they shall ensure that they comply with the terms of this MoU to the maximum extent possible.

In witness whereof, the parties hereto have hereunto caused this MoU to be executed by their Authorized Representatives on the day and year first hereinabove mentioned.


For and on Behalf of
EdCIL (India) Limited,


For and on Behalf of
Directorate of School Education, Chandigarh

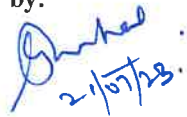
Witnessed by:


21/07/23

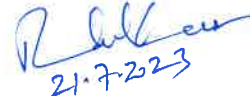
Witnessed by:

Megha

Witnessed by:


21/07/23

Witnessed by:


21.7.2023