

ଓଡ଼ିଶା ଆଓଡ଼ିଶା ODISHA

K 687877

Contract Agreement for Supply of Visual Rich Multimedia Digital Contents of CTS  
trades to Government ITIs of Odisha  
[Ref. Para 23(1) of FDOM No 4939 dated 13.02.2012]

THIS AGREEMENT made this 20<sup>th</sup> day of September 2019 BETWEEN Infoplus Technologies Private Limited, an Organization incorporated / registered under the Indian Companies Act 1956/2013, and having its registered office at 155, 10th Cross Street, CLRI Nagar, Neelankarai, Chennai – 600115, Tamil Nadu and Corporate office at 61, Developed Plot Estate, Perungudi, Chennai-600 096, Tamil Nadu, hereinafter referred to as "the Digital Content Development Organization" or "DCDO" (which term shall so far as the context admits be deemed to mean and include its successors and assignees), represented by K Samaddar, Head – Marketing of the Second Part. of the one Part.

AND

the Governor of Odisha (hereinafter called the 'the Governor' which expression shall, unless excluded in the subject or context, include the heirs, successors, legal representatives, and permitted assigns) represented through Director of Technical Education and Training, Odisha under administrative control of Skill Development and Technical Education Department, Government of Odisha of the other Part.

**WHEREAS** DTE&T, Odisha is keen on imparting quality skill training to the students in Government ITIs in various NSQF complied CTS trades under the aegis of NCVT, New Delhi leading to developing actionable knowledge, skills & attitude of both trainers and trainees and thereby increasing employability of the learner clientele through extensive use of digital infrastructure and by forging partnerships with organizations of repute having domain expertise,

10  
20/09/19

**AND WHEREAS** the DCDO undertakes activities regarding development and delivery of educational digital content for providing skill training and has expressed its willingness to the DTET to develop and customize the digital content in a format as mutually agreed,

**AND WHEREAS** in consideration of the mutual covenants and obligations by the parties hereto, it is agreed as follows:

NOW THIS PRESENT WITNESS AND IT IS HEREBY AGREED AS FOLLOWS:

This Agreement shall be comprised of the following documents:

- a) Form of Contract, along with Appendix I
- b) Letter of Intent (LOI)
- c) Request for Proposal
- d) Financial Bid/Bids submitted by the bidders and as approved by the DTET after negotiation, if any

**I. DEFINITIONS** : The below expressions have the following meanings:

1. **Content means:** The educational content in the digital format, as mutually agreed by and between DTET and the DCDO as specified in Appendix I from time to time, which shall be designed, developed and delivered by the DCDO to DTET as per latest NCVT Syllabus with NSQF Compliance and in agreed language of English and accepted by DTET after its quality assessment for delivery to Learners by mode/s as DTET considers appropriate. The said Appendix I and any amendments, additions thereto will form part and parcel of this Agreement from time to time. In whole of the RfP document and the Agreement, the word Content and Digital Content where ever used should be treated interchangeably.
2. **Confidential Information means:**
  - (i) any of either party's proprietary technology and / or software in all versions and forms of expression, whether or not the same has been patented or the copyright thereto registered, is the subject of a pending patent or registration application, or forms the basis for a patentable invention;
  - (ii) any manual, note, documentation, technical information, drawing, diagram, specification, or formula which is not intended for distribution to or use by end-users or know-how related to any of the foregoing;
  - (iii) any information regarding current or proposed products, customers, contracts, business methods, financial data or marketing data which are not intended for distribution to or use by end-users;
  - (iv) any other written information that is clearly marked or designated as confidential or Proprietary by such party; and
  - (v) Any unwritten information that is identified by such party as confidential at the time of disclosure.

**II. RELATIONSHIP:** It is agreed and understood by the parties herein that the relationship and all the dealings between them are on "Principal-to-Principal" basis and that neither party shall claim, represent nor hold out to be an agent of the other in any manner whatsoever. The persons engaged/hired by the DCDO for rendering services hereunder, will not be treated as



10  
2019/19

the employees of DTET but will be the employees of the DCDO and all the liabilities, statutory or otherwise, on account of the said employees shall be that of the DCDO. Under any circumstances, the employees of the DCDO shall not be entitled to claim permanency and / or any benefits as an employee of DTET.

**III. DCDO's RESPONSIBILITIES:** The DCDO shall

- a. Develop and prepare by engaging relevant domain experts, instructional designers and eLearning experts the Content to meet the objectives. The Content should contain high quality academic content with sound pedagogy, effective instructional design and presentation styles, good interface design and navigational design.
- b. The Content should be developed as per the content development specifications given by DTET. The content development specifications shall include the following and may be revised by DTET from time to time:
  - i. Skill training digital content development specifications
  - ii. Skill training course/s designing and digital content integration methodology
  - iii. Standards for the Assessment Material
  - iv. Other digital learning Content requirement specifications
  - v. Style Guidelines
- c. Develop the Digital Contents shall confirm NSQF compliance curriculum approved by NCVT with elaborative examples for better understanding of learners
- d. Develop the Assessment Material as per standards and Templates specified by DTET from time to time.
- e. Ensure the accuracy, Quality, Non-piracy and completeness of the digital content before delivery as per mutually agreed time schedule;
- f. Ensure that the digital content or the learning material will not contain libelous, injurious or unlawful material and will not violate or in any way infringe upon the personal or proprietary rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and non-disclosure rights, or any trademark, copyright, or patent, nor will it contain any format, instruction, or information that is inaccurate or injurious to any person, computer system, or machine;
- g. Obtain licenses of requisite software which are required to test the assignments in the digital content, validate the same before delivery to DTET; All the Digital Content software / modules shall be exclusive property of DTE&T, Odisha after the contract period is over.
- h. Give requisite number of copies of the digital content in such form as mutually agreed to between DTET and DCDO. Whenever, the batch size of any particular trade of any particular ITI is more than 40 / 2 units, DCDO shall install maximum 3 software without claim of any extra charges to ensure that all the learners of the same trade are benefitted.
- i. Specify the hardware, software and such other tools and equipment as required by the candidate to learn the digital content effectively;



10  
2019/19

- j. Specify to DTET the pre-requisite skills to be acquired by the candidate before accessing the digital content for effective learning, if any;
- k. Nominate a person, with adequate authority and accountability, who will in turn function as a Single Point of Contact (SPOC) and will represent the DCDO for the purpose of any communication and transactions with DTET during the period of this Agreement.
- l. Developments are to be done as per prevailing curriculum basis for effective and immediate utilization in accordance with the academic session 2019-20. The product would be provided with English Voice over for all 2D / 3D visual illustrations.

#### IV. Delivery Schedule and Terms :

1. The schedules indicated herein are accounted from the date of execution of this Agreement
  - a. Phase-1 - Trade Theory for all 12 trades to be delivered within 30 Days
  - b. Phase-2 - Trade Practical for Electrician trade to be delivered within 30 Days and Fitter trade within 150 days as agreed upon.
  - c. Phase-3 - Trade Test and Monitoring of all desired trades within 30 days
2. **Delivery Terms:** That the time shall be the essence of the contract and the supplier shall supply the goods in the schedule completely so as to make delivery at all 49 Consignee Government ITIs located in 28 revenue districts of Odisha (place) as per the delivery schedule as below failure to do which will entitle the Governor to rescind the contract immediately
  - a. Delivery will be through DVDs to be installed in the Desktops / Laptops / Integrated Projectors of each class rooms of each ITI with security by authorized representative of DCDO at its own cost on FOR basis.
  - b. 2 Sets of Master copy DVDs of each trade to be delivered to DTET by DCDO
  - c. 1 Set of DVD for each trade/modules respective to availability of trades in ITI to be delivered to consignee ITIs by DCDO within the scheduled timelines.
  - d. Login credential to be provided to consignee ITIs & DTET as in the cases for monitoring the digital content usage by the respective ITIs & DTET.
  - e. Each Phase of delivery will have Delivery Challan and the invoice for 1<sup>st</sup> stage of payment (60% of cost) – both to be acknowledged by DTET. Subsequent invoices as per payments terms will be issued on completion of the period specified therein.
  - f. That the Digital Contents shall be of the specifications and price mentioned against each. Any variation on inspection will entitle the DTET to refuse the consignments either in whole or in part, as the case may be.
  - g. That the Digital Contents shall be inspected at all 49 Consignee Government ITIs located in 28 revenue districts of Odisha (place) in the presence of the officers of

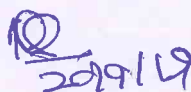


both parties duly authorized in that behalf on a day fixed in a notice by either of the parties, provided such day is not postponed for more than a period of two months after the date given in the notice. Default by the DCDO shall disentitle him to raise any objection subsequently to the result of inspection made by the DTET in his absence and claim any compensation on that account.

- h. The syllabus and course curriculum for the traders for which Digital Content are to be supplied, should strictly match with the syllabus and course curriculum of NCVT-NSQF courses. It should be in the form of HD/CD/DVD or Pen Drive.
  - i. The Digital Content should adhere to the Mandatory Features and Specifications day wise / week wise as per the latest syllabus of NCVT CTS (with NSQF compliance). The contents need to explain every topic and sub-topic as per NCVT latest syllabus with examples wherever needed for better understanding of trainees.
  - j. Digital content should have included Audio, videos, animations, Gif, PPT, examples, and exercises for the students and 3D demonstrations across the course content.
  - k. The medium of instruction in Digital Content shall be in English with technical terms may be in English.
  - l. DTET, Odisha reserves the right to select any or all modules as specified in the Annexure - II or to select a limited number of trades / courses, in the pilot and shall not be responsible for any liability towards it.
  - m. The Digital Content shall include development of simulated Online AITT Examination Modules for practice of students of Industrial Training Institutes with provision of auto-evaluation. There should be at least 2000 practice questions for each trade.
  - n. The minimum duration for the Digital Content of a particular trade shall be as per the stipulated structure: Trade Theory: Two years courses: each trade – Total 564 Hrs, One year courses: each trade – Total 282 Hrs. Trade Practical: Two years courses: each trade – Total 2256 Hrs, One year Courses: each trade – Total 1128 Hrs.
- V. Training:** DCDO will depute one engineer per ITI per day & install contents in one system and train the Faculties who will do further installation as would be required. In case of any difficulty, Infoplus on-line support system will help the faculties for installation or others. After installation, Principal or any authorized person on behalf of Principal will issue certificate to the engineer on same day.

**VI. Payment Terms and Warranty**

1. That the price of Digital Contents shall be paid on the completion of supplies, installation & commissioning in agreed installments on bills submitted. Invoices to be submitted to DTET along with delivery challan & installation certificate from consignee Principals. The total cost of contract of Digital Contents inclusive of all taxes and charges shall not exceed Rs 4, 93, 56, 967.00 (Rupees four Crore ninety three lakhs fifty six thousand nine hundred and sixty seven) only. No advance payment shall be made. All payment shall be made upon submission of invoices along with the sign off of



related documents thereof after verification and satisfaction as per the following terms and conditions:

- a) Stage 1 of Payment: 60% of total cost to be made within two months of delivery, installation & training of the digital contents at the consignee ITIs & such all verification report by the consignee Principals.
  - b) Stage 2 of Payment: 30% to be made within four months of installation & training of the digital contents & performance report for proper functioning of Digital Contents by the consignee Principals.
  - c) Stage 3 of Payment: Last 10% to be made at the end of one year of Contract Period & performance report for proper functioning of Digital Contents the consignee Principals.
  - d) All payments to DCDO shall be by cheque favoring the name of the DCDO or through electronic system, as mutually agreed.
  - e) Applicable taxes will be deducted from the payments made by DTET without any prior intimation to DCDO, However the same shall be duly intimated to the DCDO in writing along with every payments made.
2. **Performance Security:** The DCDO shall deposit Performance Security of 10% of the total cost of the contract i.e Rs 49, 35, 697.00 (Rupees forty nine lakh thirty five thousand six hundred ninety seven) only on **Nationalized PSB having branches in Odisha** towards earnest money at the time of acceptance of tender for due performance of the covenants hereof and such money shall be forfeited to the DTET in case of breach of all or any of the covenants. The performance security shall be valid for period of 2 months beyond the duration of contract i.e. for total 38 months.
3. **Warranty:**
- a. 3 years from the date of delivery of each Trade. Free update and installation will be covered during the warranty period.
  - b. Online support to be provided by DCDO during this warranty period wherever feasible or physical corrections at the Institute level.
  - c. That the DCDO shall guarantee durability of the goods for a **period of 03 calendar years** from the date of completion of supplies and installation in the case of machineries and any damage, done to the goods in the usual course of use or any deficiency, detected in them subsequent to such completion and installation and during the period aforesaid shall be made good to render due service at the cost of the DCDO as per the schedule of delivery from the date of receipt of the notice in that behalf and no decision shall be taken by DCDO or any person on his behalf as to the defects or deficiency without notice to the Governor failure to do so shall be deemed that the DCDO has no intention to discharge the obligation and thereupon the amount of security, deposited separately or withhold from his bill, shall stand forfeited to the DTET.

- d. The Digital Contents shall be duly packed and insured by DCDO for transit delivered by person at the risk of DCDO and DTET shall not be responsible for any loss or damage during the transit or at any time prior to inspection and approval.
  - e. That any damage or deficiency if not removed during the stipulated period by DCDO may be removed by the DTET at his cost to be reimbursed by DCDO. Any amount payable to the DTET hereunder shall be recovered as public demand under the Odisha Public Demand Recovery Act, 1963 and shall bear 6% interest per annum till certificate for recovery is filed.
4. **Dispute Redressal:** That any dispute arising hereunder shall be resolved in the following manner:
- a. Through meeting of Consignee ITI Principals in the presence of DCDO representatives, failing through a common Arbitrator from Odisha.

**VII. Responsibilities of DTET: The DTET shall:**

- 1. Interact with DCDO on a regular basis and mutually agree regarding the specifications of the content to be developed hereunder by the DCDO; Conduct a workshop as and when required.
- 2. Communicate in writing the content development specifications, which shall include the following and may be revised by DTET from time to time:
  - a. Skill training digital content development specifications
  - b. Skill training course designing and digital content integration
  - c. Assessment Material :
  - d. Other digital learning content Requirements
  - e. Style Guidelines
  - f. Time durations
  - g. Content breakdown structure
  - h. Localization requirements
- 3. Carryout quality check of digital content, propose improvements and issue acceptance certificate after the delivery of the digital content by the DCDO as per quality acceptable to DTET;
- 4. Undertake Design and production of the promotional material in appropriate medium, and Carry out advertisement and promotion program so as to communicate the availability of the Content to the potential learners;
- 5. Make payment to the DCDO as specified in the terms of payment specified hereto;
- 6. Nominate a person, with adequate authority and accountability, who will in turn function as a single point of contact (SPOC) and will represent DTET for the purpose of any communication and transaction with the DCDO during the period of this Agreement.
- 7. Hardware & Software: The hardware, software and such other tools and equipment as required by the Institute to use the digital content effectively are:
  - a. Computer- either desktop or Laptop having Processor of 2 GHz and above with DVD reader,
  - b. RAM : 2 GB (minimum)

- c. Hard Disk : 250 GB (minimum) or 20 GB per trade (For Both Theory & Practical)
- d. OS : Windows 7 or above
- e. LCD Projector and Screen for effective teaching
- f. Internet connectivity for license authentication purpose only.
- g. All relevant Hardware including the Server, LCD projectors, Speakers and other infrastructure facilities / net connectivity's shall be provided by the respective ITI.

**VIII. Other Terms and Conditions:**

- 1. It is clarified that the entire cost for development / customization to make the digital content compliant to Appendix 1, shall be borne by DCDO only and no part of it shall be reimbursed by the DTET.
- 2. The learning material and Digital Content will be reviewed by the DTET. The DCDO would be required to make all the modifications/ additions/ deletions (if any) as suggested by the DTET. The DTET reserves the right to reject the learning material and Digital Content developed by DCDO, if it is not as per the latest syllabus of NCVT with NSQF compliance and in that case, no claim for any reimbursement of incurred cost by the bidder shall be maintainable.
- 3. If the DCDO defaults in any of the responsibilities/ requirements given under this agreement then a deduction of 10% will be made in subsequent amounts paid to the bidder till the time the default is corrected by the DCDO or the DTET decides to discontinue its agreement with the DCDO. DTET also reserves the right to waive the deduction on sufficient grounds.

**IX. Liquidated Damages**

- a. Notwithstanding the right of DTET Odisha to cancel the order, Liquidated Damages (LD) for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract. No Damage will be charged in case of circumstances beyond control of the Consultant/Advisor.
- b. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- c. DTET Odisha reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by DTET Odisha to the Consultant/Advisor. Liquidated damages will be calculated on per week basis.
- d. The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee. The aggregate liability of the Consultant/ Advisor shall in no event exceed the total value of the fee received under this Contract.

**X. Intellectual Property Rights**

- 1. The Intellectual Property Rights in respect of the Content developed and delivered hereunder, vests entirely with the DCDO and any third-party components licensed by it shall remain the property of that third-party. Further, the DCDO explicitly warrants



that it has full legal title and authority to grant to DTET, pursuant to this Agreement free of any lien, charge, claim or encumbrance, a license to use the Content prepared hereunder and any and all materials to be supplied hereunder.

2. The Content is licensed to be used in educational courses conducted by DTET and in that case the intellectual property rights, to and in the course name (as and when coined), logo related thereto (as and when designed,) Course methodology shall be the property of DTET with exclusive right of license to use in the respective ITI for whom this has been bought for.
3. Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land. Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.

#### **XI. WARRANTY & AMC**

1. The DCDO warrants that the digital content complies with all statutory and regulatory requirements in India and internationally. The digital content is not under any of the laws, obscene, blasphemous or defamatory or an infringement of any intellectual property rights of any third party.
2. The warranty is 03 yrs from the date of Delivery. After expiry of warranty period, AMC will be available on mutual consent. (Optional).

#### **XII. INDEMNITY**

1. Each party hereby indemnifies and agrees to keep indemnified the other, from and against all direct claims, losses, liabilities, obligations, damages, expenses and costs brought against or suffered by the other or any of its respective officers, directors, employees or agents, resulting from or arising out of or relating to :-
  - a. A breach or non-performance of any of the representations, warranties, covenants and/or assurances contained herein;
  - b. Failure to perform any obligations contained herein;
  - c. A breach of any law, rule, regulation, notification or other statutory or legal provisions or requirements;
  - d. Any willful misconduct or negligent act arising under this Agreement by it or any of its officers, directors, employees or agents.
2. The DCDO undertakes to indemnify DTET against all direct claims, losses, liabilities, obligations, damages, expenses and costs brought against or suffered by DTET or any of its respective officers, directors, employees or agents, resulting from, arising out of or relating to:
  - a. The accuracy, quality, completeness and/or legality of the Content;
  - b. The ownership of Intellectual Property Rights in respect of the Content including the Material developed and delivered hereunder by the DCDO.



  
2019/12

**XIII. CONFIDENTIALITY :**

1. Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course of performance hereunder, save that which is:
  - a. Inconsequential or obvious;
  - b. Already in its possession other than as a result of a breach of this clause; or
  - c. In the hands of the public other than as a result of a breach of this clause.
  
2. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it.



  
29/1/19

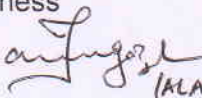
**XIV. The Agreement:**

1. The Agreement shall be valid for a period of 3 years from the date of signing of the Agreement and may be extended for a further period as per the mutual agreement of both the parties. Additional Digital Contents may be procured from DCDO at same price subject to good performance of the Digital Contents already delivered & implemented in ITIs within the contract period. However, at the end of every year, the performance of the bidder regarding compliance to the conditions of this RfP and the agreement shall be reviewed and the agreement may be terminated by DTE&T, Odisha by giving a notice of three months, if the performance is not found satisfactory. The decision of DTE&T, Odisha shall be final in this regard.
2. That Sri Reghu G, IAS, Director of Technical Education and Training, Odisha with terms and conditions as in the order No 12345/DTET dated 13.09.2019 issued by DTET, Odisha and Sri K.Samaddar, Marketing Head, M/s Infoplus Technologies Private Limited; 61, Developed Plot Estate; Perungudi, Chennai- 600 096, Tamil Nadu on behalf of the company to execute the deed as authorized vide letter dated 19.08.2019 of DCDO.
3. The cause of action hereunder shall always be deemed to arise at DTE&T, Odisha, Cuttack.
4. That the stamp duty shall be borne by M/s Infoplus Technologies Private Limited; 61, Developed Plot Estate; Perungudi, Chennai- 600 096, Tamil Nadu.
5. IN WITNESS WHEREOF the parties hereto have signed this deed this day 20<sup>th</sup> of September 2019 mentioned against the signature of each in the presence of.....  
o.l. Witness

Sri K.Samaddar, Marketing Head, for and on behalf of M/s Infoplus Technologies Private Limited; 61, Developed Plot Estate; Perungudi, Chennai- 600 096, Tamil Nadu

Witness

1


  
(ALAMGIR AVRANAZEER)

2

Reghu G, IAS  
DTE&T, Odisha, Cuttack  
For and on behalf of Government of Odisha

Witness

1

  
20/9/19 (A=K.P. Sarda)  
D.D. (M.P.P)

2



SCHEDULE OF GOODS (Appendix-I)  
Ref. Para 21 of FDOM No 4939 dated 13.02.2012  
Visual Rich Digital Contents for the CTS Trades

Name of the Goods	Specification with number and make etc	Quantity	Price agreed (INR)		
			Unit Price quoted	Negotiated Unit Price	Total Price
Electrician	Trade Theory	49	98,648	78,918.40	38,67,002
	Trade Practical	49	2,17,026	2,06,174.70	1,01,02,560
	Simulated Online AITT Modules with provisions of auto-evaluation for each students of the trade/unit	49	51,295	51,295	25,13,455
	Development of usage Monitoring System	49	5,310	5,310	2,60,190
Fitter	Trade Theory	49	98,648	78,918.40	38,67,002
	Trade Practical	49	2,17,026	2,06,174.70	1,01,02,560
	Simulated Online AITT Modules with provisions of auto-evaluation for each students of the trade/unit	49	51,296	51,296	25,13,455
	Development of usage Monitoring System	49	5,310	5,310	2,60,190
Machinist	Trade Theory	13	98,648	78,918.40	10,25,934
	Simulated Online AITT Modules with provisions of auto-evaluation for each students of the trade/unit	13	51,296	51,296	6,66,835
	Development of usage Monitoring System	13	5,310	5,310	69,030
MMV	Trade Theory	30	98,648	78,918.40	23,67,552
	Simulated Online AITT Modules with provisions of auto-evaluation for each students of the trade/unit	30	51,296	51,296	15,38,850
	Development of usage Monitoring System	30	5,310	5,310	1,59,300
Electronics Mechanic	Trade Theory	26	98,648	78,918.40	20,51,878
	Simulated Online AITT Modules with provisions of auto-evaluation for each students of the trade/unit	26	51,296	51,296	13,33,670
	Development of usage Monitoring System	26	5,310	5,310	1,38,060
Turner	Trade Theory	13	98,648	78,918.40	10,25,939
	Development of usage Monitoring System	13	5,310	5,310	69,030
D/M Mechanical	Trade Theory	5	78,918	63,134.40	3,15,672
D/M Civil	Trade Theory	9	78,918	63,134.40	5,68,210
Mechanic Diesel	Trade Theory	7	60,227	48,181.60	3,37,274
	Development of usage Monitoring System	7	5,310	5,310	37,078
Welder	Trade Theory	31	75,284	60,227.20	18,67,043
	Simulated Online AITT Modules with provisions of auto-evaluation for each students of the trade/unit	31	39,141	39,141	12,13,371
	Development of usage Monitoring System	31	5,310	5,310	1,64,610
Plumber	Trade Theory	8	75,284	60,227.20	4,81,818
	Simulated Online AITT Modules with	8	39,141	39,141	3,13,128

2019/19

	provisions of auto-evaluation for each students of the trade/unit				
Surveyor	Trade Theory	2	78,918	63,134.40	1,26,269
	Total				4,93,56,967

(Rupees four crore ninety three lakh fifty six thousand nine hundred sixty seven) only

SCHEDULE OF PAYMENT

Mode of Payment	% of Price	Amount	Condition precedent for payment	Remarks
Advance Payment	--	--	--	--
Payment against Supply/ Installation	60%	2,96,14,181.00	Within two months of delivery, installation & training of the digital contents at the consignee ITIs & verification report by the consignee Principals.	Against invoice duly certified by the Principals of the consignee ITIs
	30%	1,48,07,090.00	Within four months of installation & training of the digital contents & performance report by the consignee Principals.	Against invoice duly certified by the Principals of the consignee ITIs
	10%	49,35,696.00	At the end of one year of Contract Period & performance report by the consignee Principals.	Against certificate of the Principals of the consignee ITIs

Sri K.Samaddar, Marketing Head, for and on behalf of M/s Infoplus Technologies Private Limited; 61, Developed Plot Estate, Perungudi, Chennai- 600 096, Tamil Nadu

Witness

1  (ALANKAR AURANGZEB)

2

Reghu G, IAS  
DTE&T, Odisha, Cuttack  
For and on behalf of Governor of Odisha

Witness

1

2



Model Bank Guarantee Format for Performance Security  
[Ref. Para 22(i) of FDOM No 4939 dated 13.02.2012]

To  
The Governor of Odisha.

WHEREAS..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated ..... to supply ..... (Description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....

Our..... branch at .....\* (Name & Address of the .....\* branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer .....

..... Seal, name & address of the Bank and address of the Branch

\* Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the State headquarters.