



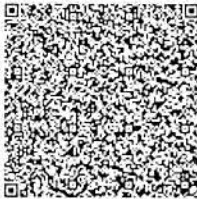
सत्यमेव जयते

INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL91615271915281V
Certificate Issued Date	: 03-Nov-2023 04:03 PM
Account Reference	: IMPACC (IV)/ di799203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL79920348301730434118V
Purchased by	: MTNL DELHI
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MTNL DELHI
Second Party	: INDIRA GANDHI NATIONAL OPEN UNIVERSITY NEW DELHI
Stamp Duty Paid By	: MTNL DELHI
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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### MTNL IP-PBX AGREEMENT

#### Agreement between IGNOU and MTNL

THIS Agreement is made at New Delhi, on ..... day of ..... 2023 between **Indira Gandhi National Open University**, a National University established by an Act of Parliament i.e. Indira Gandhi National Open University Act, 1985 (Act No.50 of 1985) having its Headquarters at **Maidan Garhi, New Delhi-110068** and being represented through its Authorized Signatory,

AND

**Mahanagar Telephone Nigam Limited (MTNL)**, through the General Manager (EB), having its office at Room No. 451, Khurshid Lal Bhawan, Janpath, New Delhi, hereinafter called "MTNL" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns in the office of the SECOND PART hereinafter collectively referred to as parties.

WHEREAS IGNOU desires to avail the services of MTNL for providing IP-PBX system free of cost, but on payment of specified fixed rental and call charges as per the rates agreed below in the capacity of **1500** extensions, at premises "**IGNOU, Maidan Garhi, New Delhi- 110 068**."

WHEREAS MTNL would provide the same through one of the empanelled manufacture/authorized suppliers M/s. Teen Telecommunication Pvt. Ltd., engaged in the business of supplying installing, testing, commissioning, upgrading and supporting the Digital IP- PBX SYSTEM.

NOW THIS AGREEMENT WITNESSETH AND AGREED TO BY THE PARTIES AS HEREIN BELOW:

1. a) That the MTNL agrees to supply free IP-PBX under the MTNL's "Free IP-PBX" Scheme of the initial **capacity of 1500 Extension** (expandable up to 3000 extensions in future) and all extensions will have zero dialling facility to dial outside IGNOU.  
b) IGNOU agrees to pay the **rental of Rs.70/- per extension per month** as per offer/ scheme of the MTNL.  
c) The 'Free IP-PBX' will be installed at the premises "IGNOU Maidan Garhi, New Delhi - 110 0068" where IGNOU shall provide free space, power and air conditioning, etc, if required.  
d) IGNOU also agrees to pay the electricity bill & Annual Maintenance Contract (AMC) Charges for the Air-Conditioning equipments at its premises.  
e) IGNOU shall also pay municipal corporation taxes, if applicable.  
f) IGNOU shall be fully responsible for the security and safety of the IP-PBX system and the other associated equipment at all times.
2. IGNOU shall use the IP-PBX installed in the premises for a period of **five (05) years** from **06.11.2023** to **05.11.2028** and the usage can be extended beyond five years two times (one year each time) with consent of the both parties ( IGNOU and MTNL) on terms and conditions mutually agreed upon in writing through its authorized signatory.
3. The University shall make unlimited number of free intra IP-PBX calls (within extensions of the IP-PBX at on location).

#### 4. Payments & Rental

- (a) IGNOU agrees to pay MTNL a fixed rental of Rs.70/- per extension per month for agreed number(s) of extensions as per agreement.
- (b) Initially, the internal wiring up to 1500 extensions for installation of the IP-PBX Machine shall be borne by the MTNL. Since, the new plan is based on the IP-PBX so the plan shall be operated on the existing IP network / cable of Computer Division in the University.

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अ. जलिक चौधरी / Dr. Alok Chaube  
कुलसचिव (प्रशासन) / Registrar (Admin.)

सहा. महा प्रशासक / Asst. Dir. Admin.

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Thereafter, all expenditure relating to wiring, if any, shall be borne on actual basis by the University.

- (c) Expansion in number of extensions beyond 1500 extension can be done based on capacity, feasibility and mutually agreed upon rates as per Agreement. University will extend lines as and when required in future, MTNL will provide internal wiring in such case. Only rental charges for such expansion of extensions will be borne by university, if any.
  - (d) The ratio of junction lines to the number(s) of extensions will normally be 1:10.
  - (e) IGNOU shall not pay any installation charges including services tax for the installation/up-gradation of the IP-PBX.
  - (f) IGNOU shall use 04 PRI lines for the installation of IP-PBX and IGNOU has chosen plan for PRI with monthly rental of Rs. 5,000/- (Rupees Five Thousand only ) per PRI as per existing rate, which is subject to change as per norms of MTNL.
  - (g) IGNOU agrees to pay all the bills before the due date along with GST and any other tax levied by the Government from time to time, if applicable.
5. IGNOU may procure special instruments like Digital Telephone Instruments, etc., from MTNL on rent and guarantee basis on MTNL rates, if so required by IGNOU.
6. The authorized signatory of the IGNOU undertakes total responsibility to make the payment in full for the consolidated bill comprising of (a) rental of extension, (b) rental for PRI/Junction lines, etc (c) call charges and (d) rent and guarantee charges for special accessories, if applicable (e) any other charges for facility extended by MTNL to University on mutually agreed terms and tariff.
7. No lines from other service operators will be terminated on the IP-PBX.

#### 8. Responsibilities of MTNL

- (a) The MTNL/ empanelled agency with prior permission of IGNOU, may inspect the site for preparing the plan, layout and others.
- (b) The MTNL/ empanelled agency shall monitor performance of the new installed IP-PBX System from time to time. Since, the system is changed/upgraded with the new technology so MTNL shall also provide the necessary training to the operators and staff of University.
- (c) Maintenance of IP-PBX shall be the responsibility of MTNL. The MTNL shall be solely responsible for running & satisfactory working of IP-PBX system and accessories etc.
- (d) The staff deputed by MTNL should be professionally skilled and shall have full knowledge of software of telephone system to attend and rectify the fault immediately, on intimation from IGNOU.
- (e) The MTNL should attend the complaint within one hour or at the earliest as per the norms of the MTNL and shall strive to keep the IP-PBX (Exchange side) working all the time and to minimise downtime.
- (f) The MTNL has to provide any number of new connection/extension numbers from exchange side within minimum hours.
- (g) The voice in telephone instruments should be clear without any disturbance.
- (h) The MTNL/agency should supply the operation and maintenance manual, electric /electronic circuit diagrams, battery and battery charger information in two sets along with the IP-PBX System, if needs.

- (i) The MTNL/agency should maintain the IP-PBX and accessories ordered herewith in full working condition during the warranty period of five year and should repair / replace the parts items free of charge during this period.
- (j) The MTNL/agency shall confirm in their offer that the spare parts for IP-PBX System will be available for 5 years for direct replacement, if ordered by IGNOU.
- (k) The MTNL/agency may quote the rate for supply of standard analogue, digital and IP telephone instruments and actual number of each type of phone instruments if purchase by IGNOU.
- (l) Supply of any other hardware / accessories needed for installation of the ISDN/ IP-PBX system will be quoted for with details. All wirings/cards/instruments and interconnections shall be done in a professional way and shall be of standard a good quality.
- (m) All cards of the same type & design shall be interchangeable without necessitating special adjustments.
- (n) The points for connecting supplies, the power supply to the different plug-in cards shall be standardized & mechanically non-interchangeable to prevent damage due to accidental interchange of connectors.
- (o) All instructions labels or any other marking on the equipment shall be perfectly legible.
- (p) Connecting cables between jacks shall be marked in their extremities with identical designation as on the fixed connecting flanges.
- (q) The IP-PBX System should have Digital PCM/TDM (non-blocking) technology. They shall indicate the switching IC/CHIP used. They shall furnish calculation showing the non blocking technology /switching.
- (r) **Privacy of Call:** Full privacy of conversation shall be available on all calls whether established directly or by the attendant. A warning tone of a specified frequency shall be applied when the attendant exercises trunk-offering facility on an extension user.
- (s) System should have provision for Automatic Last Number Redial up to 20 times on Junction Line.
- (t) During night, when the board is shut, external lines should be linked to any pre-defined extensions, if required.
- (u) Provision for connecting recorded voice / answering to make available extensions to an incoming call without the help of operator.
- (v) Flexible Numbering Scheme: System should have provision for flexible numbering plan up to four digits for extensions.
- (w) MTNL shall provide all latest features/services of IP-PBX system which are in force from time to time.



डॉ. आलोक चौबे / Dr. Alok Chaube  
कुलसचिव (प्रशासन) / Registrar (Admin.)



सहा. मंत्री, प्रशासन (प्रशासन) ई. पी.



## 9. Non-Transferability

Parties shall not assign, delegate or subcontract this Agreement or rights granted hereunder to any third party.

## 10. Notice

All notices hereunder shall be in writing, marked for the attention of the relevant Party's authorised signatory to this Agreement and sent by registered post, acknowledgement due upon receipt, delivered to the relevant Party's address specified above, or to such other address as may subsequently be provided. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be. An advance copy can be sent via e-mail.

## 11. Arbitration

In the event of any dispute or differences relating to the interpretation and application of the provisions of this MoU/Agreement, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and the arbitration and conciliation Act 2015 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the dispute will share equally the cost of arbitration as intimated by the Arbitration shall be English. (Refer DPE guidelines Vide letter No. 4(1)/2013-DPE(PMA)/FTS-1835 dated 11.04.2017 for settlement of commercial disputes between Public Sector Enterprises inter se and Public Sector Enterprises (s) and Government Department through PMA) in the DPE.

## 12. Governing Law And Jurisdiction

This Agreement shall be governed by the laws of India and subject to the exclusive jurisdiction of the Courts at New Delhi.

## 13. Force-Majeure

The Party affected by Force Majeure such as by reason of war , or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts, fire, floods, natural calamities or any act of God shall not assume any liability under this Agreement. However, subject to the Party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the Party claiming for exemption of the liabilities may only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, both parties agree to resume performance of this Agreement with their best efforts.



डॉ. आलोक चौबे / Dr. Alok Chaube  
कलसचिव (प्रशासन) / Registrar (Admin)

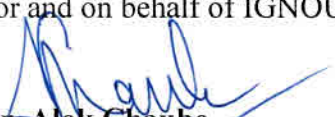
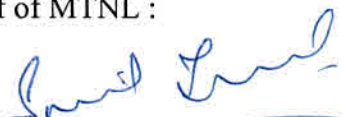


डॉ. आलोक चौबे (प्रशासन) / Dr. Alok Chaube (Admin)

#### 14. Renewal and Amendment

IGNOU shall use the IP-PBX installed in the premises for a period of **five (05)** years from 06.11.2023 to 05.11.2028 and the usage can be extended beyond five years two times (one year each time) and the agreement can be amended if need be with consent of the both parties (IGNOU and MTNL) on terms and conditions mutually agreed upon in writing through its authorized signatory

In witness, whereof, the IGNOU and the MTNL have set their respective hands to this Agreement on the day 06, month Nov. and 2023 year first above mentioned.

<p>For and on behalf of IGNOU:</p> <p> <b>Dr. Alok Chaube</b> Registrar (Administration Division) इंदिरा गाँधी राष्ट्रीय मुक्त विश्वविद्यालय Indira Gandhi National Open University मैदान गढ़ी, नई दिल्ली-68 / Maidan Garhi, New Delhi-68 Dated: <u>06/11/2023</u> Place : New Delhi</p> <p>In the presence of : (Representative from IGNOU, New Delhi)</p> <p>Signature: <u>Shyam Prasad Rout</u> 1.Name <u>SHYAMA PRASAD ROUT</u> Address <u>DR, IGNOU, N. Delhi</u> Mobile: <u>डॉ. एस. पी. राउत / Dr. S. P. Rout</u> उप कुलसचिव / Deputy Registrar सामान्य प्रशासन / General Administration इग्नू, मैदान गढ़ी, नई दिल्ली-110068 Signature: <u>IGNOU, Maidan Garhi, New Delhi-110068</u></p> <p>2.Name _____ Address _____ Mobile _____</p>	<p>For and on behalf of MTNL :</p> <p> <b>Mr./Ms.</b> General Manager, MTNL संयुक्त प्रबन्धक (प्रशासन) ई बी AGM (Admin) E B म.टे.नि.लि./MTNL किदवाई भवन / Kidwai Bhawan नई दिल्ली / New Delhi Dated: <u>06/11/2023</u> Place : New Delhi</p> <p>In the presence of : (Representative from MTNL, New Delhi)</p> <p>Signature: <u>Mukesh Baloji</u> 1.Name <u>MUKESH BALODI</u> Address <u>D-55 Gali No-5</u> <u>Rajapuri Utham Nagar N.D.59</u> Mobile: <u>7217703984</u></p> <p>Signature: _____ 2.Name _____ Address _____ Mobile: _____</p>
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