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Description of Document : Article 5 General Agreement
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Second Party : Not Applicable
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on 29 day of month Feb for the year 2024.



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Holding

BY AND BETWEEN

IRCON INTERNATIONAL LIMITED (A Govt. of India undertaking, under Ministry of Railways) hereinafter referred to as "**IRCON**", which expression shall, unless the context requires otherwise, include its administrators and permitted representatives), with its registered office at C-4, District Center, Saket; New Delhi – 110017 in the state of Delhi, represented by its authorized representative **Dr. Subhash Chand, Executive Director, (Electrical) & Nodal Officer for CSR & Sustainability** as First party.

AND

The **SAMABHAVANA** having its Office at 6, Sumangala Co Op Hsg Society, Sector-2 Airoli, Navy Mumbai 400708, represented by **Shri. JASMIR THAKUR** as Second party.

Whereas IRCON, an ISO-9001: 2008 certified company, a multi-disciplinary, is the leading turnkey construction company in the public sector known for its quality, commitment and consistency in terms of Performance. IRCON has widespread operations in several States in India and in other countries. IRCON is a specialized Constructions organization covering the entire spectrum of construction activities and services in the infrastructure sector. IRCON has so far completed more than 300 infrastructure projects in India and more than 100 projects across the globe in more than 21 countries.

IRCON strives to integrate social and environment concerns in its business processes and work towards providing the solutions for sustainable developmental needs of the society by undertaking CSR projects in backward regions and facilitate the creation of necessary infrastructure required for the promotion of education, health, sanitation, mobility, environment etc. IRCON has made significant contributions towards society by working in remote areas under difficult conditions and at lower fee for the development of remote areas, implementing various CSR projects in and around its project sites under many sectors in Schedule VII of the Companies Act, 2013, guidelines issued by the Department of public Enterprises (DPE) and CSR & Sustainability policy of IRCON.

The activities for which this MoU is signed are to be known as "CSR activities of IRCON.

For and on behalf of

IRCON



For and on behalf of
SAMABHAVANA



Whereas SAMABHAVANA is desirous of executing a project "MINI SCIENCE CENTER" under the umbrella of CSR activities of IRCON, has approached IRCON for financial support as a CSR activity that ensures quality education for school children's through different types of learning methods.

And Whereas IRCON has decided to support the project of MINI SCIENCE CENTER (MSC) under this project Agency will install 2 Mini science Centre, 1 Astronomy Lab and 1 Bala Lab in 4 Govt. Schools at Udham Singh Nagar district of Uttarakhand for a total amount of Rs.26,56,500/- (inclusive of all taxes) for one year.

- i. **Validity:** The term of this MOU shall be valid for one year from signing of the date of this MoU and may be renewed subsequently by mutual consent of both the parties.
- ii. **Termination:** This Memorandum of Understanding (MoU) can be terminated by IRCON, after giving One month' notice of termination in writing to SAMABHAVANA
- iii. **Continuation of Support:** IRCON will not be required to disburse any fund to SAMABHAVANA in case IRCON has terminated its agreement with SAMABHAVANA or vice-versa.
- iv. **Governing Law:** This Memorandum of Understanding is governed in all respects, by applicable Indian law.
- v. **Force Majeure:** Each of the party hereto shall be excused from the performance of its obligation by Force Majeure and such excuse shall continue as long as the condition constituting such Force Majeure continues. "Force Majeure" includes causes beyond the control of any party, including without limitation, acts of God, acts, regulations or laws of any government, war, civil commotion, destruction of office facilities or materials by fire, earthquake, flood or storm, employee disturbance, terrorism, epidemics and failure of public utilities.
- vi. **Amendment:** Any Amendment to this Agreement shall be valid and binding on the Parties only if it is made in writing and signed by duly authorized representatives of each Party.
- vii. **Indemnity:** SAMABHAVANA agrees to indemnify and keep indemnified and hold harmless IRCON & its respective officials against all civil and criminal liabilities demands and/or claims whatsoever, including claims for not being in compliance with the applicable laws, rules, regulations and guidelines and also against any losses, damages or expenses suffered or incurred by IRCON for any reason whatsoever in relation to this project. Under this agreement liability of IRCON shall be limited only to the grant of financial assistance to them for this project.

For and on behalf of



For and on behalf of
SAMABHAVANA



viii. **Survival of terms:** The clauses on dispute resolution, governing law and indemnity will survive even on termination of this agreement.

ix. **Roles & Responsibilities:**

(A) IRCON will:

- a) Disburse the funds based on the following timeline and progress of the project:

Description	Amount (in Rs.)	Particulars
1 st Tranche:	14,49,000	On Signing of the MOU
2 nd Tranche:	7,24,500	After Completion of 2 Mini science Centre, 1 Astronomy Lab and 1 Bala Lab in 4 Schools and submission of UC of first installment with photographs.
3 rd Tranche	2,41,500	After Completion of 1 st TTP and submission of UC of second installment with progress report.
4 th Tranche	2,41,500	After Completion of Project and submission of final UC certified by CA and completion report.
Total	26,56,500	

- b) Have the right to call for and review any or all vouchers or other records, whether or not related to IRCON funds, as and when it requires.
- c) Have the right to conduct an independent audit of books and records of SAMABHAVANA related to IRCON funds, in order to meet its accountability and assurance needs.
- d) Not make public any confidential information related to SAMABHAVANA governance, financial management, or programmes, without seeking prior consent of SAMABHAVANA. However, this restriction shall not apply where IRCON is required to provide such information under a contractual obligation with SAMABHAVANA or under a legal obligation to any Court or Government authority or audit.

(B) SAMABHAVANA shall:

- a) Maintain accounts for expenditures incurred on behalf of IRCON;
- b) IRCON's logo shall be placed in bold letters on important places of the Mini Science Centre and other assets so created, the cost of which is included in the cost as stated above.

For and on behalf of



For and on behalf of
SAMABHAVANA



Under CSR Initiative of



**IRCON INTERNATIONAL LIMITED
(A Govt. of India Undertaking)**

The size of the logo and text shall be of appropriate proportion and shall be easily noticeable as what is expected for the maximum branding of the name of IRCON.

- c) Act and adhere to the implementation plan provided to IRCON so that the project gets implemented within the stipulated time;
- d) Liaise with IRCON's staff on the Project and submit a final report on the grant and usage of funds to IRCON. SAMABHAVANA will raise demand to IRCON before IRCON transfers funds to SAMABHAVANA Not claim any project expenses which have been funded by any other donor or other party, from IRCON;
- e) Not claim any project expenses which have been funded by IRCON from any other donor or other party;
- f) Take precautions to complete the project within the timeframe and in an arranged manner, as per the terms and conditions of this agreement.
- g) Obtain a prior approval from IRCON for any changes in the program implementation plan, providing adequate justification for the change;
- h) Intimate IRCON, one month prior to the closure date of this agreement, in case an extension is being sought due to unforeseen delays;
- i) Not disclose to any third party, any confidential information related to the governance, financial management, business or programmes of IRCON, without seeking prior consent of IRCON. However, this restriction shall not apply where SAMABHAVANA is required to provide such information under a legal obligation to any Court or Government authority.
- j) SAMABHAVANA will furnish to IRCON Project Completion report with high pixel photographs, Fund Utilization Certificate on receiving 100% funds and Project Completion letter from IRCON along with audited expenditure details of the entire project.

For and on behalf of

IRCON



For and on behalf of
SAMABHAVANA



- k) **Impact Evaluation:** The project undertaken under this MOU will be subject to Social Audit arranged by IRCON through an Independent third party as per the guidelines issued by DPE (Department of Public Enterprises) under CSR. SAMABHAVANA will cooperate with the nominated third party for the social audit and will make necessary arrangements for the same.
- l) **Project Monitoring:** SAMABHAVANA will monitor the progress of project on quarterly basis and apprise the same to CSR Committee of IRCON. Also, a surprise visit for monitoring the project may be conducted by the IRCON Official for which SAMABHAVANA will extend its cooperation and will make necessary arrangements.
- m) Any amendment to this MOU can be made with the consent of the signatories.
- xi) **Correspondence:** Any correspondence under this MoU shall be made by letter/ fax/e-mail and will be sent by IRCON and SAMABHAVANA at their respective addresses mentioned above.
- xii) **Jurisdiction:** The MoU shall be subject to the Jurisdiction of Courts in Delhi only.
- xiii) **Contact Persons:** IRCON and SAMABHAVANA agree to nominate specific personnel for operation, conduct and implementation of this CSR project.

Mr. Raghu Partap, Manager (CSR), (Mob. 9413038006) or his authorized representative shall be the sole operator on behalf of IRCON.

Mr. JASMIR THAKUR- SAMABHAVANA (Mob. 9820238574), or his authorized representative shall be the sole operator on behalf of SAMABHAVANA.

For and on behalf of



For and on behalf of
SAMABHAVANA



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Having read understood and accepted the terms and conditions of this Memorandum of Understanding, we have appended our signatures in witness thereof, on the day, month and year mentioned herein below:

**Signed on behalf of
IRCON**

**Signed on behalf of
SAMABHAVANA**

For SAMABHAVANA

Secretary

(Dr. Subhash Chand)
Executive Director (Electrical)
Nodal Officer for CSR & Sustainability

(Shri. Jasmir Thakur)
SECRTARY & E.O
SAMABHAVANA

Witnesses:

1. Sign :
Name: .. RAGHU PARTAP
Add. : .. IRCON, New Delhi
Mob : .. 941303806

2. Sign :
Name: .. RAVINDER WALVE
Add. : .. Samabhavana - Navi Mumbai
Mob : .. 986901381



Annexure -A

SCOPE OF WORK MSC

Project Aspect	Expected Deliverables
MSC Infrastructure Arrangement	<p>Infrastructure Arrangements Include:</p> <ul style="list-style-type: none"> 80 tabletop models will be installed in the school out of which 17 models operate on electricity. A proper room minimum of 350-400 Sq. ft. or suitable size along with 17 tables/ platform with 13 pieces of plywood 100 Running feet (8ftx1.5ft) for Mini Science Centre should be provided in the school. 17 electrical connections in the room should be provided in the school. Providing the Backdrops (Language in which it is to be printed should be conveyed beforehand). Providing the user manual and training manual (Language in which it is to be printed should be conveyed beforehand).
Installation of MSC (80 MODELS + 80 USERS PLACARD + 40 COLOURFUL BACKGROUND S+ 1 SAFETY PLACARD+1 TEACHERS MANUAL)	<p>Installation generally starts within 3 weeks from school closure/signing MOU and is completed within 2 days at the school premises. The MSC classroom is painted in white color & mounting of plywood is done along with fitting electrical supply points.</p> <p>Deliverables: 80 Models + 80 Users Placard + 40 colorful backgrounds + safety placard + 1 teachers manual</p> <p>The Installation team takes pictures of the room both pre & post installation and a letter is signed from the school authority (Principal) after successful installation and handing over of the materials/documents etc.</p>
First Teachers Training Program (TTP)	<p>1st Teachers training program is undertaken within 2-3 weeks from the installation.</p> <p>1st Virtual TTP to be conducted in 2nd year</p> <p>To set the training day and location, the trainer's team contacts the principal teacher at the school. Reconfirmation is requested from the principal and teachers 72 hours before to the TTP.</p> <p>The Training consists of the following:</p> <ol style="list-style-type: none"> 1) Orientation of Models 2) Usage as per the Concepts. 3) Mapped document of model with curriculum. 4) Established topics and their usage as per the timetable. 5) Explaining the follow up process for any queries through Phone calls and WhatsApp support group formation. 6) Updating the MSC Register, as the models are plug and play, it can be demonstrated in class for concept clarity. 7) Identify and prioritize issues to be dealt with by teachers. 8) Setup Goals for Best Practice Documentation. 9) Inform about Monitoring & Evaluation visit and process.

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	<p>The Documents Supporting This Activity Are:</p> <ol style="list-style-type: none"> Call sheet WhatsApp Group Snapshot. Goal set document for output. Teachers Attendance Sheet Training. Pictures and Videos (if possible)
<p>Refresher Teachers Training Program (RTTP) –Conducted Individually for each school.</p>	<p>Typically, the Rttp is conducted four months following the first TTP. 2nd Virtual TTP to be conducted in 3rd year The trainer's staff contacts the principal and teachers of the school to schedule the training day and location. Reconfirmation is requested from the principal and teachers 72 hours before to the TTP. The Training Consists of the following:</p> <ul style="list-style-type: none"> Engagement of Teachers about Usage of Models. Identifying Models with Frequent Usage. Frequency of models being taken to class for explanation of concepts. Asking the teachers regarding any issues faced during accessing the models and solving it accordingly.
<p>Utilization Check of MSC</p>	<p>After completion of both the Teachers Training Program, WhatsApp group is created between teachers and our own trainers to periodically check the utilization of the models Footages of teachers using the models is to be posted regularly on the WhatsApp broadcast group.</p> <ul style="list-style-type: none"> Random Visits to School in order to check usability of the models. Every fortnight, a check is done to gain insights about the frequency of usage of the models. MSC registers are frequently looked upon to cross check the claims made by The teachers about the usage of MSC.
<p>1stMonitoring and Evaluation (Baseline Survey)</p>	<p>This allows for the full examination of one's understanding of numerous situations, requirements, and school assistance. It usually takes place 4-5 weeks after the first TTP. Students are given baseline surveys based on the content they are taught in accordance with their standards. Our team, the Project Implementation Associate, makes site visits and interviews instructors and students for the baseline survey. The M&E consists of collecting data on:</p> <ul style="list-style-type: none"> No. of students per Class/division. Foundational skills for progressive improvement. Gender segregation <p>The principal and teachers questionnaire will be qualitative while for the students, it will be quantitative and qualitative with Focused Group Discussion (FGD). The students' quantitative tools will include:</p> <ol style="list-style-type: none"> Fill in the blanks. Match the columns.

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	<p>3) Questions and 3 options.</p> <p>4) Pictorial identifications of models.</p> <p>The documents supporting this activity is:</p> <p>1) Call sheet.</p> <p>2) WhatsApp group snapshot.</p> <p>3) Questionnaires</p> <p>4) Notes of FDG.</p> <p>5) Pictures and Videos (if possible).</p> <p>6) Raw data in excel.</p> <p>7) M&E report</p>
Maintenance	<p>The maintenance team visits the school after the 1st M&E visit. (2-3 weeks after 1st M&E visit).</p> <p>The maintenance will include:</p> <ul style="list-style-type: none">● Repairing and replacement as and when required● Re-clean the premises. <p>The documents supporting this activity:</p> <ul style="list-style-type: none">● Pictures of repaired model● Pictures of replaced model● Signed report of maintenance from the Principal/Teacher
2nd Monitoring & Evaluation Visit	<p>Generally conducted 6-8 weeks after the maintenance visit.</p> <p>Qualitative: Students will be asked about their actual usage in class and MSC as part of FDG and IDI (In-depth Interview) lead questions. The second M&E visit follows the same procedure as the first M&E visit.</p> <p>The data will be gathered in the second set of questionnaires, which will be prepared, and the second M&E will be the baseline for the first year.</p>

For and on behalf of



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SAMBHAVANA



Scope of Work BaLA:

(A) Selection of Schools & Reconnaissance Survey

EdCIL will perform a survey to the given/identified list of schools by client and select the schools based on their readiness (or with minor repair/maintenance work) for implementation of BaLA interventions. The school should be in good condition. Any requirement in terms of major repair and maintenance works for walls and floor would be done at school level, however the wall/floor base preparation of outer/inner walls of schools will be done by EdCIL.

(B) Design of Interventions

Designing of Interventions/creatives for the classroom / corridor & steps/ outdoor spaces etc. all the schools in consultation with school authorities. Approval will be sought for the Creatives from client unit/ School Management before implementing the same.

(C) Development of approved designs/ interventions with the good quality paint/ digital wall print media and other good quality material.

(D) Teacher's Training: One session of 2 days one time;

(E) Report preparation for the executed work for all the schools along with the good quality pictures of executed interventions and submission of report to unit.

(F) Cleaning & Disposing of the waste after completion of work.

For and on behalf of

IRCON



For and on behalf of
SAMABHAVANA



**Scope of Work Astronomy:
ASTROOMY CENTRE IN A
CLASSROOM.**

A	Models / telescopes etc.
1	Astronaut fibre model of 5' height
2	Interior of the Sun model
3	Illuminated Earth model
4	Glowing Moon model
5	Mars 3 D globe
6	How eclipses occur ? Model
7	Annular and Total Solar Eclipse model
8	Celestial globe model
9	Illuminated Sky globe model
10	Celestial coordinates model
11	Wall mounted Tarangan (Planisphere) model
12	Sun's path model
13	Ray diagram of Newtonian telescope model
14	Parallax method of star distance model
15	Dispersion of light model
16	Newton's disk model
17	Geostationary satellite model
18	Polar satellite model
19	Indian satellite - Kalpana 1 model, Aryabhata and Mars Orbiter
20	ISRO scale models of GSLV Mk II, PSLV and satellite launch station model
21	GMRT dish antenna model
22	Motorized 3D solar system model
23	Weight on different planets
24	Space 4 D flash cards
25	Automatic 4" telescope with software based alignment and locating the stars
26	10 x 50 Binocular for Astronomy

27	Dobsonian 150 mm telescope
B	Activity kits, tab, books etc.
	Tarangan dial 20 numbers
	Spectroscope kit 20 number
	Telescope making kit 20 number
	Star projection 5 number
	Astrolabe 20 number
	Star chart Northern and Southern hemisphere 10 number
	Books on Astronomy
	Tab
C	Wall and Roof wallpapers and other wall finishing work (depends on size of hall).
D	Electrical points and wiring.
E	Table platforms are to be provided by the school.
F	Transportation and installation.

For and on behalf of



For and on behalf of
SAMA BHAVANA

