

MEMORANDUM OF AGREEMENT (MOA)

Between

Jhansi Hemnath Sarma College, Jhansi, Sivasagar

AND

ASSAM STATE HOUSING BOARD

This Memorandum of Agreement (herein after referred to as 'MOA') entered on the _____ Day of _____ 2019 in Guwahati, Assam

by and between:

Jhansi Hemnath Sarma College, Jhansi represented by the Principal(hereinafter referred to as FIRST PARTY) which expression shall unless repugnant to the context thereof, includes its successors, executors and permitted assigns) of FIRST PARTY (FIRST PARTY)

AND

The Assam State Housing Board (ASHB in short) a State Govt. Undertaking under Urban Development Department, Government of Assam and having its office situated at R.G. Baruah Road-781005 represented by its Commissioner (hereinafter referred to as **ASHB** which expression shall unless repugnant to the context thereof, includes its successors, executors and permitted assigns) of the **SECOND PARTY(SECOND PARTY)**.

WHEREAS the FIRST PARTY, Jhansi Hemnath Sarma College, Jhansi

WHEREAS the SECOND PARTY a State Govt. Undertaking under Urban Development Department, Government of Assam having adequate

competent technical staff with sufficient experience in constructing building for general purpose as well as the Government Departments with adequate competent technical staff.

WHEREAS, the FIRST PARTY has approached the SECOND PARTY for 1. New construction (a) Proposed class room building of ground floor- Estimated amount of Rs.44,19,000.00 (Rupees forty four lacs nineteen thousands) only (b) Proposed new RCC toilet block- Estimated amount of Rs.18,55,000.00 (Rupees eighteen lacs fifty five thousands) only (c) Proposed Computer Centre- Estimated amount of Rs.12,09,000.00 (Rupees twelve lacs nine thousands) only (d) Proposed boys/girls common room- Estimated amount of Rs.15,17,000.00 (Rupees fifteen lacs seventeen thousands) only 2. Renovation and upgradation-(a) Renovation work of roofing and roof truss of library building- Estimated amount of Rs.10,22,000.00 (Rupees ten lacs twenty two thousands) only (b) Renovation work of class room building (Tiles)- Estimated amount of Rs.5,17,000.00 (Rupees five lacs seventeen thousands) only (c) Renovation work of Computer Centre (Tiles)- Estimated amount of Rs.5,49,000.00 (Rupees five lacs forty nine thousands) only (d) Upgradation of roof truss and roofing for existing girls hostel building- Estimated amount of Rs.11,50,000.00 (Rupees eleven lacs fifty thousands) only (e) Renovation work of roofing and roof truss of auditorium building- Estimated amount of Rs.11,09,000.00 (Rupees eleven lacs nine thousands) (f) Renovation of campus development (paver block, campus announcement system, Solar light system, IP camera, Display system)- Estimated amount of Rs.41,14,000.00 (Rupees forty one lacs fourteen thousands) only (g) Renovation work of class room and administrative block- Estimated amount of Rs.5,39,000.00 (Rupees five lacs thirty nine thousands) only under the Component: Equity Initiatives , RUSA 2.0 in the location which is described herein below (Schedule- A) as per specification, approved detailed plan and estimate as per APWD (B) Schedule of Rate 2013-2014 submitted by Principal Jhansi Hemnath Sarma College, Jhansi which is described herein below (Schedule-B).

However, The SECOND PARTY will do the structural design after sub soil investigation of the sites. If necessary, according to the structural design the estimates will be recast within the sanctioned amount as per APWD (B) SOR 2013-14. If the volume of work increases, the SECOND

PARTY may be allowed to curtail some work from the proposed project to keep the project cost within the sanctioned amount.

The purpose of this MOA is agreement between Jhansi Hemnath Sarma College, Jhansi & Assam State Housing Board to what action and responsibilities are expected to be undertaken by both the parties for carrying out

1. New construction (a) Proposed class room building of ground floor (b) Proposed new RCC toilet block (c) Proposed Computer Centre (d) Proposed boys/girls common room
2. Renovation and upgradation-(a) Renovation work of roofing and roof truss of library building (b) Renovation work of class room building (Tiles) (c) Renovation work of Computer Centre (Tiles) (d) Upgradation of roof truss and roofing for existing girls hostel building (e) Renovation work of roofing and roof truss of auditorium building (f) Renovation of campus development (paver block, campus announcement system, Solar light system, IP camera, Display system) (g) Renovation work of class room and administrative block under the Component: Equity Initiatives, RUSA 2.0 for better implementation of the schemes under RUSA Assam. The guidelines issued by MHRD for the Component; Equity Initiatives, RUSA 2.0 is described herein below in Schedule-C which is required to be followed for better implementation of the schemes.

WHEREAS the SECOND PARTY, Assam State Housing Board is a state Government undertaking having adequate competent technical staff with sufficient experience in constructing building for general purpose as well as the Government Departments with adequate competent technical staff has agreed to take up the proposed construction works of the

1. New construction (a) Proposed class room building of ground floor (b) Proposed new RCC toilet block (c) Proposed Computer Centre (d) Proposed boys/girls common room
2. Renovation and upgradation-(a) Renovation work of roofing and roof truss of library building (b) Renovation work of class room building (Tiles) (c) Renovation work of Computer Centre (Tiles) (d) Upgradation of roof truss and roofing for existing girls hostel building (e) Renovation work of roofing and roof truss of auditorium building (f) Renovation of campus development (paver block, campus announcement system, Solar light system, IP camera, Display system) (g) Renovation work of class room and administrative block in the location which is described in Schedule-A.

WHEREAS, the parties hereto have agreed to record their understanding, agreed terms and conditions as and by way of this Memorandum of Agreement.

NOW THIS MEMORANDUM OF AGREEMENT BETWEEN THE PARTIES OBSERVE AND WITNESS AS FOLLOWS:

1. Commencement & Performance of Work:-

- 1.1. The FIRST PARTY will award the works after signing of the agreement with the SECOND PARTY
- 1.2. The State Financial Rules of the Govt. and extant orders of the Government issued time to time have to be followed by the SECOND PARTY in executing the construction work.
- 1.3. That the SECOND PARTY may award the said works to a competent contractor/contractors selected with due process observing all Government Tender norms and having financial soundness and experience in the said line of works. Further the contractor/contractors should possess a valid Contract Labour License under the Contract Labour (R & A) Act, 1970 and will be a registered contractor under the Assam Building & Other Construction Workers' (RE&CS) Act, 1996/A.P.W.D. respectively
- 1.4. That the FIRST PARTY shall not be held responsible for delay in release of fund due to unavoidable circumstances.
- 1.5. That the SECOND PARTY will also execute the work up to the limit of availability of fund as per terms and conditions laid down.
- 1.6. E Tender for the tender value of works of Rs.50.00 lakh and above is to be invited by the SECOND PARTY. Normal tender/E tender for the value of work below Rs.50.00 lakh may be invited by the SECOND PARTY as per Govt. notification. Tender has to be floated by the SECOND PARTY within 7 days of finalization of working estimate with drawing etc. The working estimate will be prepared by SECOND PARTY.

- 1.7. Works are to be implemented by the SECOND PARTY as per approved working estimated.
- 1.8. Work Order has to be issued within one (1) month from the date of floating tender and award to the contractor. The copies of award of works, technical sanction by the competent authority, tender documents etc. are to be furnished by the SECOND PARTY TO the FIRST PARTY before execution of work.
- 1.9. That the period of completion of proposed work shall be fixed by SECOND PARTY from the date of handing over of site by the FIRST PARTY or from the date of issue of Work order whichever is later. The period of construction shall be extended to mutually agreed period in case of unforeseen circumstances, acts of nature or god, fire, earthquake, flood or other natural disasters etc., shortage of men and materials, force majeure events, strikes or other industrial disturbances, war, riots, civil commotion, terrorist attacks, embargo, blockades, Governments restriction, stay notification and change in Applicable Law.
- 1.10. In case of non-completion of the project within the stipulated time, the FIRST PARTY keeps the right to acquire the construction as is - where is and free to engage other party to complete the work. The ASHB shall not be liable for any panel action.
- 1.11. That the money which will be released by the FIRST PARTY will be payable by the SECOND PARTY to the aforesaid contractor/contractors to be appointed by them.
- 1.12. That the SECOND PARTY in no case will be entitled to divert the amount which will be released by the FIRST PARTY, to any item of work other than those mentioned in the bill based on checked and verified record in the Measurement Book (M/B) and not for any other purpose. The SECOND PARTY will submit bills as per measurement recorded in the Measurement Book effecting all statutory deduction for Taxes, Forest Royalty, Labour Cess etc. for release of Fund.

1.13. That the SECOND PARTY shall be responsible to get work executed by the contractor/contractors within a specified time frame and to the best satisfaction of the FIRST PARTY.

2. That both parties hereby agree that The SECOND PARTY will appoint consultant from their panel of consultants for doing sub soil investigation, architectural and structural design/drawing and preparation of estimates. All other expenditure including consultancy charge for sub soil investigation, architectural and structural design/drawing and preparation of estimates will borne by FIRST PARTY from the Contingency fund of the project, which will be paid on production of the bills by SECOND PARTY.

An additional 7% GST will be incorporated in the estimates prepared by the SECOND PARTY in all the projects under FIRST PARTY.

Agency charge @2.95 % of the estimated project cost shall be included in the estimate for all proposed projects at different colleges under FIRTST PARTY. The estimates for various works of the colleges will be recast to accommodate the GST @18% applicable on the Agency charge shall be included in the estimate for all proposed projects at different colleges under FIRST PARTY

3. The SECOND PARTY shall impose penalty on the contractor who has been awarded the contract for delay in execution of the work.

4. Monitoring of Work:

4.1 The SECOND PARTY is responsible for smoothly executing the construction works and submit monthly progress report to the FIRST PARTY and as and when required by FIRST PARTY Covering following:

a)A description of the work performed / performed during the payment period and all payment milestone achievement.

b)A description of the work not yet performed if any, necessary to meet the project schedule for such payment period etc.

4.2. The FIRST PARTY or authorized person/persons by FIRST PARTY will inspect the works physically.

5. The SECOND PARTY has to notify a Nodal Officer who will communicate to FIRST PARTY regarding the construction works.

6. Payment for Work

6.1. The FIRST PARTY will not pay any advance to the SECOND PARTY

6.2. Passed Bill, voucher, MB etc. are required to be submitted to FIRST PARTY with seal and signature of highest competent authority of the SECOND PARTY for payment.

6.3 Payment will be made to the SECOND PARTY after physical inspection of the works by the authorized person/persons by College Authority and payment will be released on progress and measurement of the work as per A.P.W.D norms.

6.4 The SECOND PARTY will submit bills as per progress as stated at Clause 6.3. The Measurement Book, physical progress report, memorandum of payment, test report of building material utilized by the competent authority, statement of forest material utilized, copies of GSTIN and PAN etc. have to be submitted to FIRST PARTY for payment.

6.5. That the SECOND PARTY will submit the bill in Duplicate as per prescribed A.P.W.D. Bill Form along with MB to the FIRST PARTY for release of payment to the contractor.

6.6. After Completion of the construction work, the SECOND PARTY has to handover with physical completion certificate from the highest competent authority to the FIRST PARTY.

6.7. All taxes including GST, forest royalty, income tax, labour cess etc. to be deducted at source (by the FIRST PARTY) at the time of payment of the bill/bills directly to the contractor for depositing in the Govt. Head of Accounts within the stipulated period notified by Government and the Agency charge (including GST on Agency

charge) amount is to be transferred to the SECOND PARTY's account along with an intimation.

7. That the Security Deposit (S.D) money @10% on the total value of executed work is to be deducted by FIRST PARTY. The amount of S.D. to be deducted from each bill submitted for payment. The FIRST PARTY will release the amount of S.D. only after one (1) year from the date of completion of the project subject to satisfactory completion of work.

8. In case the SECOND PARTY detects the use of poor quality of construction materials, poor quality of work, defective work at any time of physical inspection shall be at liberty to cancel the work order. The SECOND PARTY will take action against the selected contractors against such poor works etc. No extra cost will be borne by the SECOND PARTY

9. That the FIRST PARTY shall specify the availability of the fund and the SECOND PARTY shall not execute any works beyond the available limit of funds.

10. Dispute Resolution:

10.1. The period of the agreement shall be remained valid till completion of the work from the date of effectiveness of the agreement. But, in case of unsatisfactory/poor/slow performance/low quality, the agreement can be terminated at any point of time by the FIRST PARTY on arising of matter and the first party is not liable to pay any compensation for the same.

10.2. Violation of any of the terms and conditions of this MOA may invoke the provision of clause 10.1 of this Contract.

10.3. Provided that if the agreement needs to be terminated, it will be done after giving reasonable opportunity to the SECOND PARTY to be heard by way of serving 7 days' prior notice to the SECOND PARTY

10.4. All disputes, litigation and differences concerning this contract shall be referred to an independent Arbitrator(s) appointed by the Mission Director, RUSA Assam and the provisions of the Arbitration and Conciliation Act, 1996(Central Act 26 of 1996) shall apply to the Arbitration Proceedings. The language of Arbitration shall be

English and the place of Arbitration proceeding shall be at Guwahati

10.5. This Agreement shall be governed by and interpreted in accordance with the Laws of the land and shall be subject to exclusive jurisdiction of the Courts of Guwahati.

10.6. No changes or waivers to this Agreement shall be binding unless made in writing and duly signed by authorized signatories, agents of both parties.

11. This Agreement and each Exhibit/DPR/Guidelines attached hereto set forth the entire understanding of the parties as to the subject matter therein and may not be modified except in a writing executed by authorized agents of both parties.

12. The Second Party acknowledges that they have fully acquainted themselves with all the conditions and circumstances under which they have to implement the Project and operate and maintain it with all the terms, clauses, conditions, specifications and other details of this contract and the Second Party shall not plead ignorance of the same.

SCHEDULE-A

Details of location for 1. New construction (a) Proposed class room building of ground floor (b) Proposed new RCC toilet block (c) Proposed Computer Centre (d) Proposed boys/girls common room 2. Renovation and upgradation-(a) Renovation work of roofing and roof truss of library building (b) Renovation work of class room building (Tiles) (c) Renovation work of Computer Centre (Tiles) (d) Upgradation of roof truss and roofing for existing girls hostel building (e) Renovation work of roofing and roof truss of auditorium building (f) Renovation of campus development (paver block, campus announcement system, Solar light system, IP camera, Display system) (g) Renovation work of class room and administrative block under Equity Initiatives RUSA 2.0

District	Name of the College	Name of the Location	Area of Land
Sivasagar	Jhansi Hemnath Sarma College,	Jhansi	

SCHEDULE -B

Detailed Project Report with plan & estimate prepared as per APWD(Bldg.) SOR 2013-14 approved by Commissioner, Assam State Housing Board.

SCHEDULE -C

Guidelines of Ministry of Human Resource Development, Govt. of India is enclosed herewith.

This Memorandum of Agreement (MOA), is being executed by the parties in duplicate, each of which will be deemed to be original and shall cease to be valid till completion of the project from the date of the MOA unless terminated by FIRST PARTY and mutually extended in writing by the parties.


IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement, as of the day, date and year first above written.

For and on behalf of:

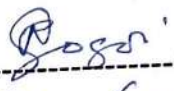
For and on behalf of:

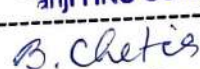
Jhansi Hemnath Sarma College,
Jhansi, Sivasagar

Assam State Housing Board
R.G. Baruah Road, Guwahati-05



Name: Dr. Manjit Goson
Position: Principal
Principal & Secretary
Jhansi Hemnath Sarma College
Witnesses:

1. 

(Rajiv Goson)
Co-ordinator, RUSA
Co-ordinator
RUSA
Jhansi HNS College
2. 

B. Chetis
Birinchi Chetis



Name: (RAMESH NATH SARMA, IES)
Position: 
Witnesses: 
1. 

Chief Housing Board Engineer
Assam State Housing Board
R.G. Baruah Road, Guwahati-05

2. 

(Sanku Rani Saha)