

असम ASSAM

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MEMORANDUM OF AGREEMENT (MOA)

Between

Principal, Nirmal Haloi College, Patacharkuchi

AND

ASSAM STATE CO-OPERATIVE HOUSING FEDERATION LTD. (HOUSEFED)

This Memorandum of Agreement (herein after referred to as 'MOA') entered on the 7th Day of September 2019 in Guwahati, Assam by and between:

The Principal of Nirmal Haloi College, Patacharkuchi approved for grant under Rashtriya Uchchatar Shiksha Abhiyan (RUSA), Assam referred to as the 1st Party

AND

Assam State Co-operative Housing Federation Ltd. (HOUSEFED), as state level Society registered under the Assam Co-operative Societies Act 1949 (Act I of 1950) represented by its Managing Director, and having its office at Dispur, Guwahati-5, hereninafter referred to as The Second Party (this expression includes its executors and permitted assigns) represented by the Managing Director.

The First Party a centrally Sponsored Scheme of MHRD, Government of India which receives fund both from Govt. of India and Govt. of Assam and works in mission mode for providing funds for construction, renovation and creating new facilities to achieve equity, access and excellence in the State higher education system with greater efficiency, transparency, accountability and responsiveness and the Second Party is a State level Co-operative Society for implementation of various projects of Govt. of Assam as well as Central Govt.

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Managing Director
Assam State Co-operative
Housing Federation Ltd
Dispur, Guwahati-6

Principal
Nirmal Haloi College
Patacharkuchi

PURPOSE:


The purpose of this MOA is agreement between the Principal, Nirmal Haloi College, Patacharkuchi, and the implementing agency (HOUSEFED) as to what action and responsibilities are expected to be undertaken by both the parties for carrying out construction / renovation works under the component for better implementation of the scheme under RUSA, Assam.

EXPECTATIONS FROM THE CONSTRUCTION AGENCY:

1. Commencement & Performance of work:-

- 1.1. The State Financial Rules of the Govt. and extend order of the Government has to be followed by the Second Party in executing the construction work.
- 1.2. Tender has to be floated within 15 days of signing of this agreement.
- 1.3. Working estimate will be prepared by the Second Party without modification / alteration of original provision / accommodation of the college within the sanctioned amount.
- 1.4. The working estimate will be prepared incorporating the agency service charge @ 2.95% plus G.S.T. @18% on the service charge on the estimated amount.
- 1.5. Soil testing at the working site will be carried out by the Second Party if necessary and the cost of testing will be paid by the First Party as an additional amount from the contingency fund provided in the working estimate.
2. The Second Party will complete the project within a stipulated time frame of not exceeding 2 (two) years from the date of allotment of the work.
 - 2.1. The first Party shall ensure release of payment to the Second Party within 30 (thirty) days of submission of bill subject to availability of fund.
 - 2.2. The Second Party will be liable of penalty for delay in completion of the project beyond the stipulated time of completion @1% for delay upto 3 month and thereafter @ 2% on the balance incomplete work.
 - 2.3. The Second Party, HOUSEFED, Assam hereby undertake to complete the construction and renovation of the college building in all respect for due handing over and utilization of the sanctioned amount within a period of 24 (twenty four) months subject to timely release of the fund by the First Party and availability of building materials and any unforeseen delay due to Force de Majure.
3. The Second Party has to apply in writing to the First Party in case of exceeding the completion for period more than two (2) years with reason and period to be extended only on satisfactory of the First Party.
4. Monitoring of Work: the Second Party is responsible for smoothly executing the construction works and submit weekly/ monthly progress report to the first Party covering following:
 - 4.1. A description of the work performed/ performed during the payment period and a payment milestone achievements.

Managing Director
Assam State Co-operative
Housing Federation Ltd
Dispur, Guwahati-6


Principal
Nirmal Haloi College
Patacharkuchi

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

5. Payment for work:

- 5.1. Passed Bill, Voucher, MB etc. are required to be submitted to first Party with seal and signature of highest authority of the Second Party for Payment.
- 5.2. The payment will be made to the Contractor directly through PFMS only for construction / renovation work.
- 5.3. The payment will be made subject to availability and receiving fund from MHRD, Govt. of India and Govt. of Assam.
- 5.4. After completion of the construction work, the Second Party has to hand over with physical completion certificate from the highest competent authority to the First Party.
- 5.5. All taxes including G.S.T., Forest Royalty, Income Tax, Labour Cess etc. to be deducted at the source by First Party for depositing in the Govt. Head of Accounts within the stipulated period notified by Government.
- 5.6. The agency service charge will be made to the agency directly after submission of Bill.

6. Dispute resolution:

- 6.1. 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.
- 6.2. Violation of any of the terms and conditions of this MOA may invoke the provision of clause 6.1 of this contract with strict legal action.
- 6.3. 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' notice to the Second Party.
- 6.4. All disputes and differences concerning this contract would be solved by way of arbitration through an arbitrator appointed by the Mission Director, RUSA, Assam.
- 6.5. This agreement shall be governed by the laws of the land and any legal matters will be subject to concerned jurisdiction.
- 6.6. No changes or waivers to this agreement shall be binding unless made in writing and duly signed by authorized agents of both parties.
7. This agreement and each exhibit attached here to 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.
8. 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.

Managing Director
Assam State Co-operative
Housing Federation Ltd
Dispur, Guwahati-8


Principal
Nirmal Paloi College
Patacharkuchi

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This memorandum of Agreement (MOA), signed in duplicate with each party receiving one original document, shall cease to be valid till completion of the project from the date of the MOA unless terminated by the First Party and mutually extended in writing by the parties.

For and on behalf of

First Party

[Signature]
Principal
Nirmal Daloi College
Carmichaelkuchi

Name: *Dr. Bipreet Sarma*

Position: *Principal*

For and on behalf of

Second Party

[Signature]
Managing Director
Assam State Co-operative
Housing Federation Ltd
Dispur, Guwahati-6

Name: *Maden ch deka I.A.S*

Position: *Managing Director*

Witnesses:

1. *Jiten K. Bhagareek* 1.
Asso. Prof. & Co-ordinator RUSA.

✓ 2. *Mamika Kanta Das* 2.
Asso. Prof. of Deptt. Eco.

[Signature] *(Hemanta Barua)*
Project Engineer
Assam State C.P.B.
Housing Federation Ltd
Dispur, Guwahati-6

[Signature] *Jay Choudhury*
ALA

Asstt. Legal Advisor
Assam State Co-operative
Housing Federation Ltd,
Guwahati-6