



महाराष्ट्र MAHARASHTRA

BE 225009

6693-991106
 2008
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MEMORANDUM OF UNDERSTANDING (M.O.U.)

1. This Memorandum of Understanding is made in the form of agreement on 24th day of October, 2008 between Conservator of Forests and Field Director, Tadoba Andhari Tiger Project, Chandrapur, (herein after referred to as the First Party) and Centre of Science for Villages (CSV), Dattapur, Wardha, (hereinafter, referred to as the Second Party) to execute the work of following construction of buildings...

Sr.No	Location	Name of the Building	Quantity (Nos.)	Cost of 1 Unit	Amount
1	Moharli	Canteen Building	1 No.	4,08,355.00	4,08,355.00
2	Kolara	Holiday Home	1 No.	2,62,475.00	2,62,475.00
		Canteen Building	1 No.	4,08,355.00	4,08,355.00

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24th

3	Pangadi	Dormitory Hall	1 No.	6,28,380.00	6,28,380.00
		Holiday Home	1 No.	2,62,475.00	2,62,475.00
		Canteen Building	1 No.	4,08,355.00	4,08,355.00
		Total Rs.	6 Nos.	23,78,395.00	23,78,395.00

At the sites mentioned in above table (hereinafter referred to as the works on the works) on the following Terms and conditions :-

2. COST OF THE WORK :

The cost of Total construction of buildings is Rs. 23,78,395/- (Rupees Twenty Three Lacs Seventy Eight Thousand Three Hundred Ninety Five Only) as reflected in Annexure-I.

However, in case of unavoidable extra work which is specifically authorized by the First party in writing, the Second party shall carry out the extra work and the total cost shall be modified to include the cost of extra work at the unit rates provided by CSV in its offer.

3. PAYMENT UNDER ITS M.O.U.

Payment to the Second party for the construction of the work will be released by the First party as an advance :-

On signing of the agreement : 100% of the total cost

4. MAINTENANCE OF ACCOUNTS:

The Second party shall maintain or cause to the maintain separate accounts for all the expenditure incurred out of the payments made by the First party from time to time for execution of the work. Such accounts shall be available for inspection by the first party or his representative, if so required.

5. COMPLETION TIME :

The works should be completed up to 31st March, 2009 In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

6. In any of the events mentioned below which would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by the suitable period.

- The First party does not give access to the site or party thereof by the agreed period.
- The First party orders a delay or does not issue necessary specifications or other instructions for execution of the work on time.
- Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second or from visual inspection of the site.
- Payment due to the Second Party are delayed without reason.
- Certification for stage completion of the work is delayed unreasonably.

B. Phawale

[Signature]

7. Any willful delay on the part of the second party in completing the construction within the extended stipulated period will render him liable to pay damages @ Rs 200/- per day which will be deducted from payments due to him. The First Party may cancel the Agreement and take recourse to such other action as deemed appropriate on the total amount of damages not exceeding 2% of the Agreement amount.

8. DUTIES AND RESPONSIBILITIES OF THE FIRST PARTY :

- 8.1. The First party shall be responsible for providing necessary supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorised personnel of the First party, for checking quality of material and construction to ensure that it is as per the norms.
- 8.2. The First party shall supply one set of drawings, specifications and guidelines to the Second party for the proposed works.
- 8.3. Possession of the site will be handed over to the Second party within 7 days of signing of the agreement.
- 8.4. The person as may be authorized by the First party shall hold meeting once in a month where the Second party or his representative and officer in-charge of the site will submit the latest information including progress report and difficulties, if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of the activities.
- 8.5. The First party shall have the right to instruct to stop or suspend the construction at any stage if there is any deviation from the specification or violation of any of the terms of this Agreement and demand refund of its payments.
- 8.6. The First Party will provide all existing resources like water, store shed, electricity, etc. to the Second Party who will bear the operating cost if required.

9. DUTIES AND RESPONSIBILITIES OF THE SECOND PARTY:

- 9.1 The Second Party shall:
- Take up the works and arrange for its completion within the time period stipulated in clause 5;
 - Employ suitable skilled persons to carry out the works.
 - Make prompt labour payment as per schedule or labour payment for different items of works.
 - Ensure that all material purchases are made as per requirement of materials of the required quality.
 - Regularly supervise and monitor the progress of work;
 - Abide by the technical suggestions/direction of supervisory personnel; regarding building construction;
 - Be responsible for bringing any discrepancy to the notice of the representative of the First party and seek necessary clarification;

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- h. Ensure that the work is carried out in accordance with specifications, drawings and within the total of the agreement amount without any cost escalation unless the same is modified by the First party in writing as per S.No.2 of this Articles of Agreement.
- i. Keep the First Party informed about the progress of work.
- j. Ensure that there is no mis-utilization of the money / materials during construction;
- k. Be responsible for all security and watch and ward arrangements at site till handing over the building to the first party; and
- l. Assume full liability towards any insurance or disability compensation claims of the personnel deployed on the works.
- m. Adhere to the stipulation of the Performance Guarantee Letter issued by the Second party in relation to the subject works.

10. DISPUTE SETTLEMENT:

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the solution will be found by discussions between the Executive Director CSV, Wardha and the Conservator of Forests and Field Director, Tadoba Andhari Tiger Reserve, Chandrapur.

IN WITNESS whereof the parties there to have caused the Memorandum of Understanding to be executed the day and year first before written.

Signed, Sealed and delivered by the Said CONSERVATOR FOR FOREST, TADoba ANDHARI, TIGER PROJECT, CHANDRAPUR on behalf of CONSERVATOR OF FORESTS & FIELD DIRECTOR, TADoba ANDHARI, TIGER PROJECT, CHANDRAPUR.

P. Phaniwade
Project Co-ordinator
Centre of Science for Villages,
Dattapur - WARDHA (M.S.)

S. S. Chavhan
Executive Director
Centre of Science for Villages,
Dattapur - WARDHA (M.S.)

[Signature]
Conservator of Forest &
Field Director
Tadoba-Andhari Tiger Reserve
Chandrapur

Signed, Sealed and Delivered by the Said Prashant Chavhan authorized representative of CENTRE OF SCIENCE FOR VILLAGES
In presence of _____ (witness)

[Signature]
Asstt. Conservator of Forests
Tadoba National Park
CHANDRAPUR.

*Received
Prashant Chavhan
5/11/19.*