

WHEREAS to implement the Project, the first party is agreeing to extend financial support on mutually agreed terms and conditions herein provided.

NOW THEREOF in consideration of the aforesaid and the mutual agreement between the parties under this MoA, the parties here are to agree as follows:

1. OBJECTIVES:

State Innovation & Transformation Aayog has agreed to support the project as mentioned above by providing financial assistance under its initiative for amount Rs. **29.81 Lakh** for the study "**Development of a Smart Platform for Promotion of Renewable Energy in Assam**" as per estimates submitted by Department of Energy, Tezpur University. This project is aiming to assess resources of renewable energy available and for holistic development in all villages/municipalities of Assam using smart digital platform.

2. SCOPE:

Department of Energy, Tezpur University will undertake the study "**Development of a Smart Platform for Promotion of Renewable Energy in Assam**" as per estimates/specification prepared as mentioned in Annexure-I. According to the minutes of the meeting held on 18-01-2019 at the Office Chamber of Hon'ble Vice Chairman, SITA that the study will be undertaken by Second party as per project details submitted by Department of Energy, Tezpur University.

The project is to be completed in 12 (twelve) months/years from the date of receipt of first instalment of the fund.

3. Title of the Project:

The project shall be named "**Development of a Smart Platform for Promotion of Renewable Energy in Assam**".

4. Publicity:

- a) In each location, role of First party for supporting the project is to be displayed prominently and permanently through proper signage/s besides, due publicity is to be given through press/audio visual media by the Department of Energy, Tezpur University, Napaam, Tezpur-784028.
- b) Second party of its own will also ensure due publicity about the project.

Debandu Chandra Baruah

Head, Department of Energy
Tezpur University
Tezpur-784001, Assam

[Signature]
Chief Executive Officer (CEO)
State Innovation & Transformation Aayog
Janata Bhawan, Block A, 1st Floor, Dispur
Tezpur, Assam 781 006

5. Role of First Party:

- I. To nominate one Nodal Officer for the study and communicate the same with contact details, office address to the second party.
- II. To arrange fund amounting to **Rs. 29.81 Lakh** for the project.
- III. Ensure release of funds linked to the progress of the project to the second party in **three instalments subject to accomplishment of physical mile stone, progress report and a utilization certificate of funds of previous instalment** of the project. (As per Annexure-2 which forms the part of the MoA). No subsequent instalment shall be released without submission of utilization certificate.
- IV. Immediately after signing of this MoA, 30% amount shall be released in the form of cross cheques/electronic mode to the second party. Hence Second Party is liable to submit the details of Bank Account to the First Party.

Time Schedule:

The project is to be completed in 12 (twelve) months/years from the date of receipt of first instalment of the fund.

Foreclosure of MoA

If at any time after signing of MoA or during the progress of work the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope SITA nodal officer shall give notice in writing to the effect to the second party stating the decision as well as the cause for such decision and the second party shall act accordingly in the matter. The second party shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The second party shall be paid based on actual work done based on submission of utilization certificate by second party.

Return of unutilized Amount

In case of any underutilization of the fund, the same should be returned to SITA within 30 days.

In case of expenditure exceeding the estimated cost, prior approval of first party shall be taken by second party before executing any extra work beyond the purview of MoA. The proposal of extra cost shall contain detailed reasons of variations along with cost implication. Extra work shall only be executed after written approval of first party.

- I. Periodical inspection of the project.
- II. Study cost of the identified project "**Development of a Smart Platform for Promotion of Renewable Energy in Assam**" as per the estimates shall be made available by the first party to Second party.

Deburda Chandra Barua
Head, Department of Energy
Tezpur University
Tezpur-784001, Assam.

[Signature]
Chief Executive Officer (CEO)
State Innovation & Transformation
Agency (SITA) Assam
Janata Bhawan, Block-A, 1st Floor, Dispur
Dispur, Guwahati-781 006

6. Role of Second Party

- I. To nominate one Nodal Officer for the study and name, contact details, office address to be made available to the Nodal Officer so designated by the first party.
- II. Project identified as per the estimate/specification mentioned in Annexure-I.
- III. To ensure raising monthly progress reports to be sent to the office of the Vice Chairman, STATE INNOVATION & TRANSFORMATION AAYOG, Government of Assam, constituted as Statutory Body having its office at Janata Bhawan, Block-A, 1st Floor, Dispur, Guwahati-781006.
- IV. To adhere to the time schedule for completion of the study.
- V. To utilize the fund only for achieving the objectives of this MoA.
- VI. To submit their final project report with financial statement and details of utilization of fund duly signed by the appropriate authority.
- VII. In case of any underutilization of the fund, the same should be returned to SITA within 30 days.
- VIII. Ensure timely compliance and to the proofs to be submitted as per milestone linked payment plan.
- IX. Ensure timely submission of monthly progress report to the first party.
- X. That the Second Party will submit 100 (hundred) nos. of printed report and also the soft copy of the report. The data information collected, collated, compiled, processed and digitized by the Second Party shall be the sole property of the SITA, Assam and the same shall not be used, utilized, sold or disclosed in any form and manner whatsoever to any third party.

7. Indemnity:

- i) Second party agrees to indemnify and keep the first party indemnified and hold harmless first party and their respective CEO, officers, employees, representatives against all civil and criminal liabilities, demands and/or claims whatsoever, including claims not for being in compliance with the provisions of applicable laws, rules, regulations and guidelines, and also against any losses, damages or expenses suffered or incurred that may be suffered or incurred by first party for any reason whatsoever in relation to this study. Second party shall solely responsible for any matter concerning any dispute whatsoever as mentioned above including negligence of any kind done in the course of implementation of the project. Under the MoA, the liability of first party shall be limited only to support the project by providing fund for this project.
- ii) Second party shall be solely responsible for all matters concerning employment/ engagement of any personnel in project. Second party shall keep the first party indemnified against any claims and legal expenses arising out of any employment dispute raised by those engaged in relation to this study.

B. MONITORING:

- I. Joint Project Monitoring Committee (JPMC) shall consist of two members one member each nominated by first party and second party.
- II. First party shall also have the right and permission of the second party to depute its officers/representatives, to visit actual project site for inspection of the progress made in the study at any time during the term of this agreement. Any lapses found during the inspection shall be brought to the notice of second party who shall, immediately upon receipt of such notice, reply to first party the reason for such lapses and shall immediately rectify the lapses, failing which, the first party shall have the right to stop the release of funds and report the matter to the concern government/authority/Relevant Statutory Authority.

Debenchandra Baruah

Chief Executive Officer (CEO)

State Innovation & Transformation Aayog

Dispur, Guwahati-781006

Chief Executive Officer (CEO)
State Innovation & Transformation Aayog
Dispur, Guwahati-781006

9. TERM:

This MoA shall come into force the date of signing and remain valid for a period of 12 months/years unless terminated earlier by the parties. The MoA may be extended further as may be agreed to by the parties.

10. 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. The parties claiming for majeure will inform the other party about the condition within 72 hours of the occurrence leading to force majeure. "Force Majeure" includes causes beyond the control of any party, including without limitation, acts of God, regulations of laws of any Government, war, earthquake, natural disaster (e.g. flood or storm), terrorism, epidemics major problem of law and order affecting project sites and failure of public utilities.

11. Termination:

- I. This MoA shall automatically terminate on the expiry of the MoA period as provided in the clause above unless extended by the Parties by mutual consent.
- II. Parties may terminate the MoA after giving a notice of thirty (30) days to the other party of its intention to terminate the Agreement.
- III. If Force Majeure condition continues for period more than three months at stretch, then the MoA shall stand terminated.
- IV. In the event of termination of the MoA under Sub-clause 2 & 3 above, the second party shall transfer back the unutilized funds to first party.

12. Amendment:

Any amendment to this MoA shall be valid and binding on the Parties only if it is made in writing signed by duly authorized representatives of each Party.

13. Notices:

Both Parties shall appoint their respective Nodal Officers with intimation to other party.

All notices and other communication shall be sent to the address of each Party set forth below:

- I. Vice Chairman, State Innovation & Transformation Aayog, Janata Bhawan, Block-A, 1st Floor, Dispur, Guwahati-781006. E-mail: vchairmanassam2016@gmail.com
2. Professor & Head, Department of Energy, Tezpur University, Napaam, Tezpur-784028
Email: baruahdeben@gmail.com; baruahd@tezu.ernet.in

Deben Chandra Baruah

Head, Department of Energy
Tezpur University
Tezpur-784001, Assam.

[Signature]
Chief Executive Officer
State Innovation & Transformation Aayog
Janata Bhawan, Block-A, 1st Floor, Dispur
Guwahati

14. Resolution of Disputes:

Any disputes or differences between the parties out of or in connection with this MoA including the validity thereof shall at first instance be resolved amicably through negotiations or discussions among the Parties.

If the dispute remains unresolved, then the same shall be taken up by the Heads of the both parties or their duly authorized representatives: who shall strive to resolve the dispute amicably.

Where other party is a Government Body/PSU:

In the event, parties fail to resolve their dispute/differences amicably, it shall be referred to the arbitrations of Arbitrators in the Department of Public Enterprises, to be nominated by Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act, 1996 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 and Justice, Government of India. Upon such reference, the dispute shall be referred to the Law Secretary of the Special Secretary/ Additional Secretary, whose decision shall bind finally and conclusively. The parties in the disputes will share equally the cost of the arbitration as intimated by the arbitrator.

15. Governing Law and Jurisdiction:

This MoA shall be governed and construed in accordance with Laws of India. The courts in Guwahati shall have exclusive jurisdiction over any matters arising out of this MoA.

IN WITNESS WHEREOF, the parties agree and acknowledge to the aforesaid terms and conditions Agreement.

For and on behalf of

Bekendu Chandia Baruah

Professor & Head
Department of Energy,
Tezpur University, Napaam,
Tezpur-784028, Assam

for and on behalf of

[Signature]
Chief Executive Officer (CEO)
State Innovation & Transformation
Janata Bhawan, Block-A, 1st Floor, Dispur
Guwahati, Assam
Dispur, Guwahati - 781006

WITNESS:

1. *Nabin Sarmah*
Assistant Professor,
Tezpur University, Assam
2. *Kanjyoti Baruah*
OSD, SITA
Dispur, Guwahati - 6

ANNEXURE -1

Budget for development of Smart and Self-starting Renewable Energy Road Map for Assam

Sr. No.	Items	Amount, (Rupees in lakhs)	Justification
1	Salaries and wages	12.60	(One Research Associate @ Rs 30000 pm + One Senior Research Fellows @ Rs 25000 pm + Five Field Assistants @ Rs 10000 pm for 12 months)
2	Statistical data and high resolution image	3.00	Satellite image and data requiring payment will be required
3	Workshops	2.00	Three Workshops during the progress of the work with participation of relevant stakeholders
4	Consumable	2.50	For need based laboratory work
5	Contingencies	2.50	For miscellaneous expenditure
6	Travel	4.50	Travel inside and outside of the State would be required for collection of data, validation of results and consultation with experts
7	Overhead	2.71	TU is expected to provide the necessary laboratory support including the services of Experts and GIS laboratory. However, as a norm 10% of the total Project cost is considered as institutional overhead.
Total amount		29.81	(Rupees Twenty Nine Lakhs Eighty One Thousands) only

Biswadev Chandra Barua

Head, Department of Energy
Tezpur University
Tezpur-784001, Assam

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ANNEXURE -2

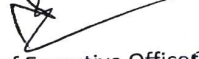
FUND DISBURSEMENT:

Fund Disbursement would be made to the second party in three instalments based on accomplishments of requisite physical milestones as detailed below:

Instalments	Timeline (w.e.f. Signing of MoA)	Milestone to be achieved	Contribution by the SITA (Amount in Rs.)	Proof to be submitted by the second party with regards to the funding by first party
1 st Instalment	Signing of MoA	Approved proposal ready for implementation in final form	30%	On signing of MoA
2 nd Instalment	-	On completion of 30% of physical progress	60%	On completion of 30% of work
3 rd / Final Instalment	-	On completion	10%	On receipt of final completion report duly signed.

Debendra chandra Baruah

Head, Department of Energy
Tezpur University
Tezpur-781001, Assam


 Chief Executive Officer (CEO)
 State Innovation & Transformation Agency
 Janata Bhawan, Block A, 1st Floor, Dispur
 State Guwahati (SIT) Agency
 Dispur, Guwahati-781 006