



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 7b6ef4c01eb07056cd99

Receipt Date : 15-Nov-2022 11:17:58 am

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Ranchi

Stamp Duty Paid By : SAWJAN

Purpose of stamp duty paid : MEMORANDUM OF UNDERSTANDING

First Party Name : CENTRAL COALFIELDS LIMITED

Second Party Name : SAWJAN

GRN Number : 2214299820

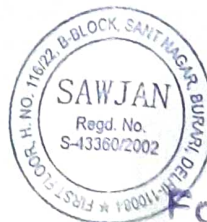
-: This stamp paper can be verified in the jharnibandhan site through receipt number :-



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

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General Manager (SD & CSR)  
सी.सी.एल. मुख्यालय, राँची  
CCL, HQ, Ranchi



21/01/2023

For SAWJAN  
President

## Memorandum of Understanding

This **Memorandum of Understanding (MOU)** is made and entered into effect on the 27<sup>th</sup> day of December 2022 at Ranchi by and between:

“**Central Coalfields Limited**”, (CIN: U10200JH1956GOI000581) a Public Sector Undertaking, under the aegis of Ministry of Coal, having its registered office at ‘Darbhanga House, Kutchery Road, Ranchi-834001, Jharkhand’ through its General Manager (SD&CSR), the present occupant being Shri **Ladi Balakrishna** hereinafter described as CCL or FIRST PARTY which expression unless repugnant to the context shall include its heirs, legal representatives of the FIRST PARTY.

AND

SAWJAN a National level voluntary organization registered under Societies Registration Act, 1860, vide registration no.S-43360/2002 on 6th August 2002, having its registered office at C-35 A, Rajpur Khurd Extn., Chattarpur Mahrauli, New Delhi-68 represented by its Pandurang Karbari President thereinafter referred to as SECOND PARTY, which expression shall, unless excluded by or repugnant to the context, include its successors, administrators and assigns of the SECOND PARTY.

Whereas,

- CCL was requested by Secretary, Sawjan for set up of mini science centres in 4 government schools of Chatra through letter dated 25.11.2021. The list of the said 4 schools is mentioned at Annexure A.
- CCL as a part of fulfilling its CSR obligations, has approved project for **Rs. 19,91,600/- (Rupees Nineteen Lakhs Ninety One Thousand Six Hundred only)** for setting up Mini Science Centre in 4 Schools of Chatra District, Jharkhand through **Sawjan**.

The list of 4 schools mentioned at Annexure A has been confirmed by Chatra District vide letter no. JEP/-083 dated 20.10.2022.

- AND WHEREAS, in furtherance of its Corporate Social Responsibility (CSR), FIRST PARTY has agreed for transfer amount upto approved project cost to SECOND PARTY for implementation of the project.

AND WHEREAS, both the parties have mutually agreed to enter into this MoU on the terms and conditions appearing hereinafter.

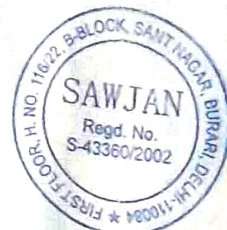
**NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

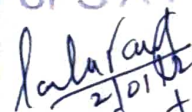
### 1.0 Duration:

The project duration is 12 months from approval of the project and signing of MoU between CCL and Sawjan or such mutually decided period to complete the scope under MoU.

  
27/12/22

महाप्रबंधक (एस&डी&सी) एवं सी&एस&आर  
General Manager (SD & CSR)  
सी.सी.एस. मुख्यालय, राँची  
CCL, HQ, Ranchi



For SAWJAN  
  
27/12/2022  
President



This MoU shall remain in force for a period commencing on the date of signing of MoU and cover the project duration as above and fulfilment of related obligations of both the parties, unless terminated prior to the date of scheduled completion, in accordance with the provisions of this MoU.

However, The parties to the MoU will try to complete the scope under MoU within a period of 12 months.

## 2.0 Scope:

Scope of work covers setting up Mini Science Centres in 4 Govt. Schools of Chatra District, Jharkhand and capacity building training of teachers under CSR of CCL.

2.1. It shall be the responsibility of THE SECOND PARTY to ensure implementation of the project.

2.2. Mini Science Centres are to be set up in 4 Govt. schools of Chatra District through installation of 80 exhibits per centre demonstrating various concepts of science in the schools. The list of schools in which the Mini Science Centres are to be set up is mentioned at **Annexure A** of this MoU.

2.3. The contribution of CCL shall be limited to **Rs. 19,91,600/- (Rupees Nineteen Lakhs Ninety One Thousand Six Hundred only)**. The amount transferred shall be utilized by SECOND PARTY exclusively for implementation of the work referred in MoU. The Second Party shall submit Utilisation Certificate as per schedule shared in section 6.1. Fund unutilised, if any, shall be returned to bank Account to be specified by FIRST PARTY subsequently along with details of interest accrued.

2.4. The Second Party should keep the records of location of implementation; installation reports duly signed by School Authorities and other relevant details with respect to implementation of the project and share the same with First Party on demand, for records and reference to be complied as per CSR Act/Rules applicable.

## 3.0 Alteration in Scope of work:

3.1. Minor modification in scope/cost heads shall be acceptable only with prior permission of FIRST PARTY limited to agreed amount of **Rs. 19,91,600/- (Rupees Nineteen Lakhs Ninety One Thousand Six Hundred only)** (inclusive of all applicable taxes). Major alteration in the scope is not acceptable.

3.2. If required, change in the school covered in this MoU may be done with other Govt. school of district, after due consent of District Administration, Chatra and CCL. Such consent shall be arranged by Second Party.

## 4.0 Roles and Responsibilities of the FIRST PARTY/ CCL:

4.1 The FIRST PARTY shall provide funds to the SECOND PARTY for implementation of the project, as mentioned in clause 2.0 of this MoU. The SECOND PARTY shall be responsible for execution of the project and related activities and FIRST Party's role shall be limited to providing financial assistance only.

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CCL, HQ, Ranchi



For SAWJAN  
21/01/2023  
(President)

- 4.2 Central Coalfields Limited will be free to publicize this project and its involvement in the project on its website, different forums etc.
- 4.3 CCL will not be responsible for any action, proceedings, claims, losses, damages and expenses arising out of execution of the project.

**5.0 Role and Responsibility of the SECOND PARTY:**

- 5.1. **Setting up of Mini Science Centres:** The SECOND PARTY shall implement the project as per scope, observing all rules and norms as applicable.

**5.2 Project Implementation Plan:** The project shall be implemented by SECOND PARTY in coordination with District Administration including the following, as proposed by SECOND PARTY:

1. Proposed intervention shall be taken up in the 4 Govt. Schools for which list has been forwarded by District Administration, Chatra vide letter no. JEP/-083 dated 20.10.2022.
2. The SECOND PARTY shall co-ordinate with the school administration of selected schools for getting dedicated room/hall for setting up the laboratory and arrange basic work/readiness of the room by school administration.
3. Procurement of 80 exhibits for each Mini Science Centre and its subsequent installation in the proposed 4 nos. of Govt. Schools and sharing the associated literature/brochure etc.
4. Capacity building of teachers of respective schools for usage of Mini Science Centres.
5. Submission of project progress report to first party.
6. The payment shall be released to Implementing Agency in stages (as per payment plan schedule in section 6.1)
7. Utilization Certificate shall be submitted by SECOND PARTY to FIRST PARTY as per schedule mentioned in Section 6.1.

- 5.3 The projects will be implemented by the SECOND PARTY broadly as per the scope of work as set out above with due diligence, efficiency having due regard to the judicious utilization of funds and for the purpose for implementation of the project. All permissions required from District Administration with regard to implementation of the project in the proposed Govt. schools shall be obtained by the SECOND PARTY.

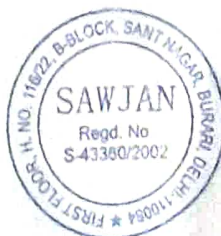
- 5.4. The SECOND PARTY shall utilize the funds released by FIRST PARTY only for implementation of the project as envisaged in this MoU. The SECOND PARTY shall not divert any part of assistance received for any other purpose/activity than those mentioned in this MoU. The SECOND PARTY also confirms that it has not taken/will take financial assistance for the scope of work funded by FIRST PARTY under this MoU.

- 5.5. **Utilization Certificate and Return of un-utilized funds:** The SECOND PARTY shall submit Utilization Certificate to the FIRST PARTY in respect of the amount utilized issued by a practicing Chartered Accountant.


- 5.6. The SECOND PARTY shall submit a completion report including installation and capacity building of teachers in respect of all 4 schools duly certified by concerned School Management Committee/ District Administration along with geo tagged photographs.



महाप्रबंधक (एस&डी एवं सी&एसआर)  
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CCL, HQ, Ranchi



For SAWJAN

  
02/09/2023  
(President)



**6.0. Payment Plan/schedule:**

**6.1.** The amount of **Rs. 19,91,600/- (Rupees Nineteen Lakhs Ninety One Thousand Six Hundred only)** (inclusive of all applicable taxes) shall be released after signing of MoU in following instalments against the scope of work:

Instalment	Stages	% of Project Cost* payable to 2 <sup>nd</sup> Party
1 <sup>st</sup>	On preparation of room through school, supply of lab exhibits in the school	30%
2 <sup>nd</sup>	On Installation of Science Lab in schools	50%
3 <sup>rd</sup>	On Completion of training programs, monitoring and evaluation, maintenance visit (bi annual utilization check), holding quiz competition in schools, model making, science lecture, annual program evaluation (end line survey) as per proposal of SECOND PARTY vide letter no. _____	20%
<b>Total</b>		<b>100%</b>

Note: The above shall be applicable on the project cost corresponding to the number of science labs taken up (out of total 4 science labs) on pro rata basis.

6.2 The amount shall be transferred in the account of SECOND PARTY through e-banking/ ECS transfer in the Bank Account as mentioned below:

[Subsequent to signing of MoU, any change in beneficiary Account as above shall be admissible by First party only after authentication of Second party]

Bank Account Details of SECOND PARTY for release of funds by FIRST PARTY

Name of the Bank: Kotak Mhindra Bank Ltd.

Name of the Branch: Delhi-CP Outer Circle

Name of the A/c Holder: SAWJAN

Account No.: 0711520291

IFSC Code: KKBK0000214

महाप्रबंधक (इसरो एवं सीएसआर)  
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CCL, HQ, Ranchi



For SAWJAN

*(Signature)*  
(President)

## 7.0 Force Majeure:

Neither Party shall be liable or responsible for any failure to perform or delay in performance of their respective obligations hereunder if such failure or delay is due or attributable to or arises out of any Force Majeure event, provided written notice of occurrence of any Force Majeure event is given by the affected Party to the other party within a period of 72 hours of such notice includes reasonably satisfactory evidence of the Force Majeure event. For the purpose of this UNDERSTANDING, a Force Majeure event shall mean an event that is not within the reasonable control of the Party whose performance under this UNDERSTANDING is affected there by and without prejudice to the generality of the foregoing, shall include the following events; I) Civil disturbance, II) Breach of peace, III) Declared or undeclared war, IV) Act of interference or action by military authority, V) Terrorist acts, VI) Sabotage, VII) Damage of elements, VIII) Riot or disorder, IX) Act of God (i.e. fire, frost, flood, earthquake, storm, lightening or epidemic); X) Quarantine or lockdown, and XI) Change in law rendering the performance of the Party's obligations impossible (excluding any change in taxation laws). XII) Revocation of applicable government licenses acts of omissions of competent government authorities or its authorizes security operatives

## 8.0. Amendment:

In case any amendment is required in any part of the MoU, both the parties through mutual consent shall agree to incorporate such amendment(s) and BOTH THE PARTIES shall implement/ perform accordingly. The MoU shall be amended by written mutual consent of the parties to the MoU. The amendment shall be documented and allotted a distinctive number <Amendment> ; <Date>.

## 9.0 SETTLEMENT OF DISPUTES:

9.1 In case of deficiency/ non-adherence to provisions of MoU by SECOND PARTY; CCL may serve a notice of 30 days period to cure the deficiency regarding non- adherence to the provisions of the MoU by the SECOND PARTY. In case of continuing unsatisfactory performance beyond 30 days, CCL shall have the right to terminate the MoU without any further notice.

9.2 Both parties have the right to terminate the MoU mutually after giving one month notice period to other party of its intention to do so. However, the payment already made and utilized by the SECOND PARTY shall not be recovered from the SECOND PARTY. CCL shall also not be responsible for disbursing any future payments thereafter.

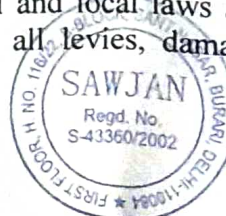
9.3 In the event of any dispute or difference not getting resolved in spite of best efforts of the parties, the same shall be referred to arbitration to be presided over by a sole Arbitrator. The arbitration shall be conducted as per the rules and procedures of the Indian Arbitration & Conciliation Act, 1996 including subsequent amendments. The language of the arbitration proceeding shall be English and seat of arbitration shall be Ranchi relating to the interpretation and application of the provisions of commercial contract(s) among the parties.

9.3 The laws of the land shall govern this Memorandum and the Courts of Ranchi (Jharkhand) shall have the exclusive jurisdiction.

## 10.0 Miscellaneous:

10.1 The SECOND PARTY shall comply with and ensure strict compliance by his/its agent of all applicable Central, State, Municipal and local laws and regulations and undertake to indemnify CCL from and against all levies, damages, penalties, any

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CCL, HQ, Ranchi



For SAWJAN  
[Signature]  
(President)



payments whatsoever as may be imposed by reason of any breach or violation of any law, rule or regulation and against all actions, proceedings, claims and demands arising there from and/or relative thereto.

- 10.2 The SECOND PARTY will be fully responsible for ensuring that the project should be implemented in accordance with relevant norms. FIRST PARTY will not be responsible, either directly or indirectly, in any manner for any damage or negligence in the project.

The liability of FIRST PARTY shall be strictly restricted to what is stated in this MoU.

- 10.3 The SECOND PARTY shall keep in confidence proprietary information received from FIRST PARTY along with the MoU and its various annexures as well as all the data/information generated, records collected/generated during the course of implementation of the Project and shall not disclose it to any third party, excepting their authorized agents or representatives unless such disclosure of use is specifically authorized in writing. The SECOND PARTY shall not use proprietary information received from the FIRST PARTY for any purpose other than the objective and task agreed between the Parties.

- 10.4 Any change in official address / or e-mail address shall be intimated by both the Parties. The SECOND PARTY shall facilitate the visits of First Party's management or its representative/s to review implementation of the Project with prior information and keep the records in well maintained conditions.


- 10.5 In the event of any one or more of the provisions contained in this MoU being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this MoU become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

#### 11.0 Co-branding and Publicity:

- 11.1 The SECOND PARTY and FIRST PARTY will share the right to use, discuss and publicize the project data and each will acknowledge the role of another or part played by other in the books, documents, and/ or other publicity measures in relation to projects.
- 11.2 The Second party will acknowledge the financial contribution of this project in different media, publications, reports etc.
- 11.3 SECOND PARTY shall ensure branding of CSR support of First Party on equipments procured under the scope of this MoU including project site/location of implementation at prominent locations.


#### 12.0 CSR Project Sustainability:

The SECOND PARTY shall ensure that it shall utilize the funds provided by first party under the CSR Project, for the specific purpose it is intended for and its rightful use. The Second Party shall sensitize school personnel, District authorities to see that the benefit of the scheme is sustained even after completion of project funded by FIRST PARTY.

  
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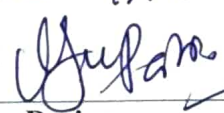


For SAWJAN

  
(President)

In witness thereof, the parties hereto have caused this MoU to be signed in their respective names:

For and behalf of first party	For and behalf of second party
<b>Name:</b> Sri Ladi Balakrishna	<b>Name:</b>
<b>Designation:</b> General Manager (SD&CSR) CCL, Ranchi	<b>Designation:</b> Sawjan
 महाप्रबंधक (एस&डी&सी एवं सी&एस&आर) General Manager (SD & CSR) सी.सी.एल. मुख्यालय, राँची CCL, HQ, Ranchi	
<b>Signature/Rubber Seal:</b>	<b>Signature/Rubber Seal:</b>
<b>Date:</b> 27/12/22	<b>Date:</b> 02/01/2023

For and behalf of first party	For and behalf of second party
<b>Name, Design:</b>	<b>Name, Design:</b> Mr. Gyander Patil Row House no. B-16 S.no 4/ Nigmal Township, Kale Padel Road, Sasane Nagar Hedapsar Pune - 411028 (Maharashtra)
<b>Sign.</b>	<b>Sign.</b>  02/01/2023
<b>Name, Design:</b>	<b>Name, Design:</b>
<b>Sign.</b>	<b>Sign.</b>
<b>Date:</b>	<b>Date:</b>