

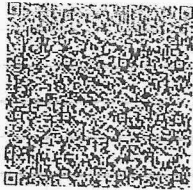
सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No. : IN-DL40163596628569W  
Certificate Issued Date : 21-Aug-2024 10:46 AM  
Account Reference : IMPACC (IV)/ dl853303/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL85330333165880298014W  
Purchased by : IRCON INTERNATIONAL LIMITED  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : IRCON INTERNATIONAL LIMITED  
Second Party : Not Applicable  
Stamp Duty Paid By : IRCON INTERNATIONAL LIMITED  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



Please write or type below this line

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on 24<sup>th</sup> day of month September of year 2024.



#### Statutory Alert:

1. The authenticity of this stamp certificate should be verified at 'www.e-stamp.com' or using e Stamp Mobile App of Govt. of India.
2. The genuineness of the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. In case of any discrepancy please inform the Competent Authority.

BY & BETWEEN

**IRCON INTERNATIONAL LIMITED** (A Govt. of India undertaking, under Ministry of Railways) hereinafter referred to as "IRCON", which expression shall, unless the context requires otherwise, include its administrators and permitted representatives), with its registered office at C-4, District Center, Saket, New Delhi - 110017 in the state of Delhi, represented by its authorized representative **Shri Rajeev Kumar Sinha, Executive Director (SW) & Nodal Officer CSR & Sustainability as First party.**

AND

**AROH Foundation (AROH)** an all India-based NGO registered under the Societies Registration Act, 1860 vide registration number S-40061, dated 2<sup>nd</sup> August 2001 by the office of Registrar of Societies, Delhi, having its registered office at 338, Than Singh Nagar, Anand Parbat, New Delhi-110005, represented by its authorized signatory **Dr. Neelam Gupta President & CEO, as the Second party.**

Whereas **IRCON**, an ISO-9001: 2008 certified company, a multi-disciplinary, is the leading turnkey construction company in the public sector known for its quality, commitment and consistency in terms of Performance. **IRCON** has widespread operations in several States in India and in other countries. **IRCON** is a specialized Constructions organization covering the entire spectrum of construction activities and services in the infrastructure sector. **IRCON** has so far completed more than 300 infrastructure projects in India and more than 100 projects across the globe in more than 21 countries.

Whereas **AROH Foundation**, an NGO formed under the Society Registration Act, 1860, intends to undertake various social sector intervention programmes under the CSR framework of companies so that it could play a constructive role in bringing a positive impact in the lives of underprivileged and marginalized sections of the society in the country

Whereas **AROH Foundation** had approached **IRCON** seeking CSR support for undertaking a "Setting up of Mini Science Centre in Patna District of Bihar State.

Whereas **IRCON** has decided to support **AROH Foundation** vide through mail, on dated 5-09-2024, by granting approval to undertake a project titled "Proposal for Installation Mini Science Center set up in Government Schools at Patna District of Bihar" (enclosed as Annexure-A) for a total consideration of Rs.29,99,850/- for one year (including applicable taxes) for the financial year 2024-2025.

Based on the foregoing, **IRCON** and **AROH Foundation** hereby agree upon following terms and conditions:

24/09/2024  
For and on behalf of  
**IRCON**  
Recn. No. EE-6171  
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For and on behalf of  
**AROH Foundation**  
2 August 2001  
NEW DELHI

- i. **Validity:** The term of this MOU shall be valid for the 12 months from the signing of this MoU. The validity of the MOU can be extended with mutual consent of both the parties.
- ii. **Termination:** This Memorandum of Understanding (MoU) can be terminated by IRCON, after giving one months' notice of termination in writing to AROH.
- iii. **Continuation of Support:** IRCON will not be required to disburse any funds to AROH in case IRCON has terminated its agreement with AROH or vice-versa.
- iv. **Jurisdiction:** All disputes arising between the parties shall be subject to the jurisdiction of the Courts in New Delhi only.
- v. **Governing Law:** This Memorandum of Understanding is governed in all respects, by applicable Indian law.
- vi. **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. "Force Majeure" includes causes beyond the control of any party, including without limitation, acts of God, acts, regulations or laws of any government, war, civil commotion, destruction of office facilities or materials by fire, earthquake, flood or storm, employee disturbance, terrorism, epidemics and failure of public utilities.
- vii. **Amendment:** Any Amendment to this Agreement shall be valid and binding on the Parties only if it is made in writing and signed by duly authorized representatives of each Party.
- viii. **Indemnity:** AROH agrees to indemnify and keep indemnified and hold harmless IRCON & its respective officials against all civil and criminal liabilities demands and/or claims whatsoever, including claims for not being in compliance with the applicable laws, rules, regulations and guidelines and also against any losses, damages or expenses suffered or incurred by IRCON for any reason whatsoever in relation to this project. Under this agreement liability of IRCON shall be limited only to the grant of financial assistance to them for this project.
- ix. **Survival of terms:** The clauses on governing law and indemnity will survive even on termination of this agreement.
- x. **Milestones:**  
The funds will be used for Setting up of 5 Mini Science Centres. AROH has to make sure that the entire fund released by IRCON is to be spent for the implementation of the above initiative only.

For and on behalf of



For and on behalf of  
AROH Foundation



The entire approved fund of Rs.29,99,850/-will be disbursed as per below:

S. No.	Milestones	Amount(Rs.)	Terms of payment
1	1 <sup>st</sup> installment - for procurement of Capex items	20,00,000/-	i) At the time of signing of MoU ii) On submission of fund requisition letter
2.	2 <sup>nd</sup> installment- for the Opex- within 10 days on submission of fund requisition letter.	5,00,000/-	i) On submission of fund requisition letter ii) On successfully installation of 5 Science labs as per proposal. iii) Audited fund utilization certificate for the first installment received iv) Progress report along with photographs v) Copies of bills and vouchers in respect of expenditure incurred
3.	3 <sup>rd</sup> installment- for the rest of Opex.	4,99,850/-	i) On submission of fund requisition letter post successful completion of the project ii) Submission of project completion report iii) Audited Fund Utilization Certificate iv) Copies of bills and vouchers in respect of expenditure incurred
<b>GRAND TOTAL</b>		<b>29,99,850</b>	

**xi. Roles & Responsibilities:**

**(A) IRCON will:**

- Have the right to call for and review any or all vouchers or other records, whether or not related to IRCON funds, as and when it requires.
- Have the right to conduct an independent audit of books and records of AROH related to IRCON funds, in order to meet its accountability and assurance needs.
- Not make public any confidential information related to AROH's governance, financial management, or programmes, without seeking prior consent of AROH. However, this restriction shall not apply where IRCON is required to provide such information under a contractual obligation with AROH or under a legal obligation to any Court or Government authority or audit.

**(B) AROH shall:**

- Maintain accounts for expenditures incurred on behalf of IRCON;
- AROH will set up a Mini Science Centre in Five Govt Schools of Patna.

For and on behalf of  
**IRCON**  
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For and on behalf of  
**AROH Foundation**  
2 August 2024  
NEW DELHI



- c. "AROH" will provide the number of beneficiaries with details like Adhar Card, Contact Number of Beneficiaries and other details required by IRCON.
- d. IRCON's logo shall be placed in bold letters on important places of the Mini Science Centre in Govt Schools, the cost of which is included in the cost as stated above.

Under CSR Initiative of



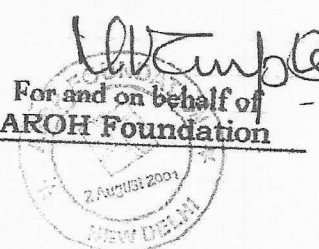
**IRCON INTERNATIONAL LIMITED**  
(A govt. of India Undertaking)

- e. The size of the logo and text shall be of appropriate proportion and shall be easily noticeable as what is expected for the maximum branding of the name of IRCON.
- f. Act and adhere to the implementation plan provided to IRCON so that the project gets implemented within the stipulated time;
- g. Liaise with IRCON's staff on the Project and submit a final report on the grant and usage of funds to IRCON. AROH will raise demand to IRCON before IRCON transfers funds to AROH.
- h. Not claim any project expenses which have been funded by any other donor or other party, from IRCON;
- i. Not claim any project expenses which have been funded by IRCON from any other donor or other party;
- j. Take precautions to complete the project within the timeframe and in an arranged manner, as per the terms and conditions of this agreement.
- k. Obtain a prior approval from IRCON for any changes in the program implementation plan, providing adequate justification for the change;
- l. Intimate IRCON, one months prior to the closure date of this agreement, in case an extension is being sought due to unforeseen delays;
- m. Not disclose to any third party, any confidential information related to the governance, financial management, business or programmes of IRCON, without seeking prior consent of IRCON. However, this restriction shall not apply where AROH is required to provide such information under a legal obligation to any Court or Government authority.
- n. AROH will furnish to IRCON a status report before the next stage payment, incorporating details like expenditure details, no. of beneficiaries, monitoring mechanism, impact on the community etc. along with necessary good photographs/ videos on the activities etc.
- o. AROH will furnish to IRCON Project Completion report with high pixel photographs, relevant videos, Fund Utilization Certificate along with audited expenditure details of the entire project.
- p. Refund any portion of the grant that remains unutilized to IRCON.

For and on behalf of



For and on behalf of  
AROH Foundation



- q. **Maintenance of Assets:** The repair & maintenance of the assets already purchased shall be the sole responsibility of AROH. AROH has to ensure the optimum utilization of these assets for the said project and no other purpose. IRCON may ask for the utilization report of these already procured assets at any point of time even after the completion of the training period which shall be furnished by AROH.
- r. **Impact Evaluation:** The project undertaken under this MOU will be subject to Social Audit arranged by IRCON through an Independent third party as per the guidelines issued by DPE (Department of Public Enterprises) under CSR. AROH will cooperate with the nominated third party for the social audit and will make necessary arrangements for the same.
- s. **Project Monitoring:** AROH will monitor the progress of the project on quarterly basis and apprise the same to IRCON. Also, a surprise visit for monitoring the project may be conducted by the IRCON Official for which AROH will extend its cooperation and will make necessary arrangements.
- t. Any amendment to this MOU can be made with the consent of the signatories.
- xii) **Correspondence:** Any correspondence under this MoU shall be made by letter/ fax/e-mail and will be sent by IRCON and AROH at their respective addresses mentioned above.
- xiii) **Contact Persons:** IRCON and AROH agree to nominate specific personnel for operation, conduct and implementation of this CSR project.
- (i) Mr. Raghu Partap, AM/CSR Ircon International Limited, C-4, District Centre, Saket, New Delhi 110017, Con. No. 9413038006; or his authorized representative shall be the sole operator on behalf of IRCON.
- (ii) Mr. Rakesh Kumar Purushotam, DGM/Mechanical Ircon International Limited, Sone Bhawan, Patna, Bihar, Con. No. 8114598757; or his authorized representative shall be the sole operator on behalf of IRCON Project Office.
- (iii) Dr. Neelam Gupta, G-601. Pearls Gateway Towers Sector-44, Noida - 201 301, Con. No. 9811046517 or her authorized representative shall be the sole operator on behalf of AROH.

For and on behalf of



For and on behalf of  
AROH Foundation



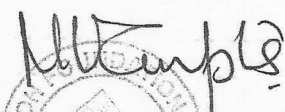
Having read, understood and accepted the terms and conditions of this Agreement as also the requirements and details set out herein, we have appended our signatures in witness thereof, on the day, month and year mentioned herein below:

Signed on behalf of  
IRCON




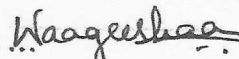
(Rajeev Kumar Sinha)  
Executive Director (SW) & Nodal Officer  
for CSR & Sustainability

Signed on behalf of  
AROH

  
(Dr. Neelam Gupta)  
President & CEO  
AROH Foundation

Witnesses:

1. Sign:   
Name: RAHUL PARTAP  
Add.: IRCON, SAKET, NEW DELHI  
Mob.: 9415038006

2. Sign:   
Name: WAAGEESHAA PRAKASH  
Add.: A-5 MANDAKINI ENCLAVE  
Mob.: 9811827224



**SCOPE OF WORK**

1. AROH shall be providing technical Partnership for establishing Mini Science Centre at 5 government schools targeting the students from standard 5th to 10th.
2. The objective of the project is to clear the basic understanding of Science & Math concepts to the students and also make them understand the application of science in day to day life by giving them a hands-on approach with the help of the science models.
3. AROH shall be responsible for mobilization of candidates and for this purpose provide Teacher's Training Program (TTP) for better mobilization of the students and will be monitoring the project for - 12 months to ensure proper utilization of the project and mobilization of the students.
4. Mobilizers will work to ensure the participation of students & teachers and follow-up services as per requirement.
5. The Mini Science Center will be installed in the following 5 schools.

S.NO.	Schools Name	Location
1	Gandhi Senior Secondary High School	Dumra
2	Upgraded High Secondary School	Maranchi South
3	High School	Maranchi
4	Musadhi Lal Aay Girls High School	Mokama
5	Shri Ramakrishna Rudravati High School	Mokama

6. The brand image and the CSR contribution of IRCON will be highlighted through the print and electronic media.

**SERVICES**

MINI SCIENCE CENTRE		
Sl. No.	Component	Deliverables
1	Mini Science Center	80 models + 80 users Placard + 37 colorful backgrounds + 1 Safety Placard + 1 Teacher's Manual + 1 Gate Banner. Includes installation and delivery
2	Infrastructure	Infrastructure for the science centre will be set up
3	HR Support	Train existing science and computer teachers
4	Training - Science Centre	2 Trainings - fresher and refresher at each location
5	Monitoring and Evaluation	2 visits - baseline and end line + online support throughout the year and even after project completion
6	Annual Maintenance	1 Visit during the project tenure of 12 months only.