



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Assam

e-Stamp

Certificate No. : IN-AS37613042729111V
 Certificate Issued Date : 04-Apr-2023 10:31 AM
 Account Reference : NONACC (SV)/ as17010404/ SILCHAR/ AS-CC
 Unique Doc. Reference : SUBIN-ASAS1701040469601028189395V
 Purchased by : GURUCHARAN COLLEGE SILCHAR
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : NA
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : STATE INNOVATION AND TRANSFORMATION AAYOG ASSAM
 Second Party : GURUCHARAN COLLEGE SILCHAR
 Stamp Duty Paid By : GURUCHARAN COLLEGE SILCHAR
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

IN-AS37613042729111V

DEED OF AGREEMENT

This Memorandum of Agreement (MoA) hereinafter, together with appendices attached hereto and forming an integral part hereof, called the "MoA" is made at Dispur, Guwahati on this 10th day of April, 2023 between STATE INNOVATION & TRANSFORMATION AAYOG, Government of Assam, constituted as

Bilal

Principal
G. C. College Silchar

U. S. W. V.

Chief Executive Officer (C.E.O.)
State Innovation & Transformation Aayog

Aayog (SITTA)
Dispur, Guwahati 781 006

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.misilamp.com or using the Stamp Mobile App or State e-Stamp.
2. Any discrepancy in the details on this Certificate and as available on the website. Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Statutory Body having its office at Janata Bhawan, Block-A, 1st Floor, Dispur, Guwahati-781006, (Hereinafter referred to as "SITA", or the "First Party") which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrator, assigns and nominees of FIRST PARTY.

AND

Gurucharan College, Silchar having its expertise in carrying out projects/studies in the field of Higher Education and Excellence for Development of Human Resource to serve the society at large is a reputed institution in the State of Assam, (herein after called the 2nd Party)

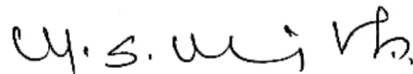
WHEREAS the first party, through its budget, is authorized to assess to make an attempt to look at preparatory mechanism to create the eco-system for encouraging the candidates from Assam to succeed in the civil services examinations with the intervention of Government, SITA is desirous of providing fund Rs. 25.00 lakh as one time grant and Rs. 5.00 Lakh as a annual grant for 5 (five) years under budget of First Party.

WHEREAS the second party has accorded approval as implementing partner of SITA by the Hon'ble Chairman of SITA (Hon'ble Chief Minister, Assam) on 09-11-2022. The Second Party will be working to prioritised the need to identify the interested students at the Graduation level while they are pursuing their education, motivating, giving confidence and guiding them with basic infrastructure, study materials, etc. will be the key strategies to prepare the right candidates towards civil services, has submitted to the first party a proposal for funding of the project namely "CIVIL SERVICES STUDY CENTRES AT UNIVERSITIES AND COLLEGES".



Principal
Gurucharan College, Silchar
Silchar, Cachar, 788004, Assam

Principal
G. C. College, Silch.



Chief Executive Officer
State Innovation & Transformation Aayog
Janata Bhawan, Block-A, 1st Floor, Dispur
State Innovation & Transformation Aayog (SITA) ASSAM
Dispur, Guwahati-781 006

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 party here 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. 25.00 lakh as one time grant and Rs. 5.00 Lakh as a annual grant for 5 (five) years for the project of "CIVIL SERVICES STUDY CENTRES AT UNIVERSITIES AND COLLEGES" in Assam as per estimates submitted Gurucharan College, Silchar. This project is aiming to : (i) Display of information about the coaching facilities available in the different coaching institutes in the country, (ii) Motivational classes among the second/final year graduate students of the colleges, (iii) Coaching for civil services in a smart class room, through hired faculty/existing faculty, (iv) Online classes through eminent Coaching institute, and (v) Appointment of Mentors who are suitable for motivate and encourage students, in those colleges/Universities, where the study centres are located.

2. SCOPE:

Gurucharan College, Silchar will conduct the coaching "CIVIL SERVICES STUDY CENTRES AT UNIVERSITIES AND COLLEGES" as per estimates/specification prepared as mentioned in Annexure-I. Accordingly on the approval of Hon'ble Vice Chairman, SITA on 29-09-2022, that the coaching will be conducted by second party as per project details submitted by Gurucharan College, Silchar.

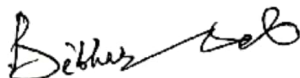
The project is to be completed in 60 (sixty) months from the date of receipt of the fund.

3. Title of the Project:

The project shall be named "CIVIL SERVICES STUDY CENTRES AT UNIVERSITIES AND COLLEGES".

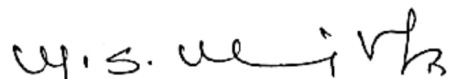
4. Publicity:

- 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 Gurucharan College, Silchar.
- b) Second party of its own will also ensure due publicity about the project.



Principal
Gurucharan College, Silchar
Silchar, Cachar, 788004, Assam

Principal
G. C. College, Silch.



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

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. 25.00 lakh as one time grant and Rs. 5.00 Lakh as a annual grant for 5 (five) years 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, 40% amount shall be released in the form of cross cheques/electronic mode to the second party. Hence 2nd Party is liable to submit the details of Bank Account to the 1st Party.

Time Schedule:

The project is to be completed in 60 (sixty) months 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

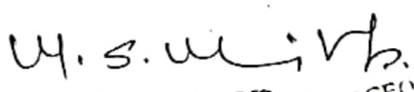
In case of any underutilization of the fund, the same should be returned to SITA within 30 days.

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 alongwith 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 "CIVIL SERVICES STUDY CENTRES AT UNIVERSITIES AND COLLEGES" as per the estimates shall be made available by the first party to second party.


Principal
Gurucharan College, Silchar
Silchar, Cachar, 788004, Assam

Principal
G. C. College, Silch


Chief Executive Officer
State Innovation & Transformation Aayog
Janata Bhawan, Block-A, 1st Floor, Dispur
State Innovation & Transformation Aayog
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 2nd 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 2nd 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:

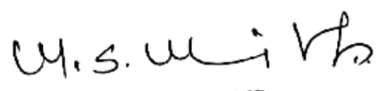
- I. Second party agrees to indemnify and keep the first party indemnified and hold harmless first party and their respective CEO, officers, employees, representatives against all civil and criminal liabilities, demands and/or claims whatsoever, including claims not for being in compliance with the provisions 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.

8. 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.


Principal
Gurucharan College, Silchar
Silchar, Cachar, 788004, Assam

Principal
G. C. College Silchar


Chief Executive Officer
State Innovation & Transformation Aayog
Janata Bhawan, Block-A, 1st Floor, Dispur
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 60 (sixty) 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.

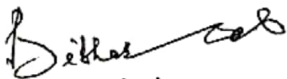
12. Amendment:

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
- II. Principal, Gurucharan College, Silchar, Cachar, 788004, Assam
Email: principal@gurucharancollege.ac.in


Principal
Gurucharan College, Silchar
Silchar, Cachar, 788004, Assam

Principal
G. C. College Silchar


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

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:

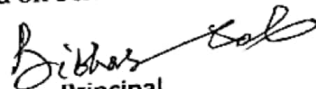
In the event, parties fail to resolve their dispute/differences amicably, it shall be referred to the arbitrations of Arbitrators in the Department of Public Enterprises, to be nominated by Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation 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.

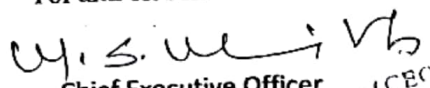
IN WITNESS WHEREOF, the parties agree and acknowledge to the aforesaid terms and conditions Agreement.

For and on behalf of


Principal
Gurucharan College, Silchar
Silchar, Cachar, 788004, Assam

Principal
G. C. College, Silchar

For and on behalf of


Chief Executive Officer
State Innovation & Transformation Aayog
Janata Bhawan, Block A, 1st Floor, Dispur
State Innovation & Transformation Aayog (SITA)
Dispur, Guwahati 781 006

WITNESS:

1. Keshab Luita
2. D. S. Harari, ARO, SITA

From: vice chairman <vchairmanassam2016@gmail.com>

Sent: Wednesday, May 17, 2023 2:40:06 AM

To: darrangcollege@gmail.com <darrangcollege@gmail.com>; Principal Gurucharan College Silchar <principal@gurucharancollege.ac.in>; bholanath college <bncollege46@gmail.com>; jbcollege@rediffmail.com <jbcollege@rediffmail.com>

Subject: Guidelines of Civil Services Study Centres at Universities and Colleges

Sir,

Please find herewith a copy of the guidelines for your kind information and necessary action. Kindly acknowledge the receipt of the guidelines.

With Regards

TEAM SITA

Office of the Vice-Chairman,
State Innovation & Transformation Aayog (SITA), Assam,
Dispur, Guwahati-6

Principal.....	<i>[Signature]</i>
Name of Br.....	<i>Dr. Santanu Choudhury</i>
Head Asst.....	<i>[Signature]</i>
Docket No.....	<i>GCC/5326</i>
Date	<i>18/05/23</i>
DeaMag Asstt.....	<i>[Signature]</i>

Guidelines for Civil Services Study Centres

1. The University/college Administration should provide required built up space for the study centre and agree to sign an MoU with SITA.
2. The University/college Administration shall ensure the following facilities in the Study Centres, which are to be procured by the University/College Administration following Government Procurement rules/norms.

Sl. No	Items	units	Amount in Rs lakhs
1.	Computers	4	2.4
2.	Xerox Machine	1	0.75
3.	A/C	3	2.1
4.	Book Racks	10	1.5
5.	Furniture (Chairs, table etc.)		11.25
6.	Books		7.0

3. The items procured for the purpose of Study Centre shall not be used for other purposes.
4. The University/college Administration should arrange sufficient and relevant study materials relating to UPSC Civil Services.
5. Sufficient numbers of Newspapers, magazines etc may be procured as per requirement.
6. The books/study materials/ newspapers/magazines shall not be lent out to the students.
7. Mentors who are suitable/ capable of motivating and encouraging the students, shall be engaged on voluntary basis from within the teaching faculty of the concerned HEI.
8. Motivational classes among the selected aspiring second/final year graduate students of the colleges shall be conducted.
9. Motivational classes for the students inviting serving IAS/IPS/IFoS may be arranged.
- ✓ 10. Coaching for civil services in a smart class room, through hired faculty/existing faculty may be considered.
- ✓ 11. Online classes through eminent Coaching Institutes at national level shall be considered, through online mode.

19. Utilisation Certificate shall be submitted by the HEI concerned in the prescribed format.
20. Audit of the funds received shall be conducted as per norms.