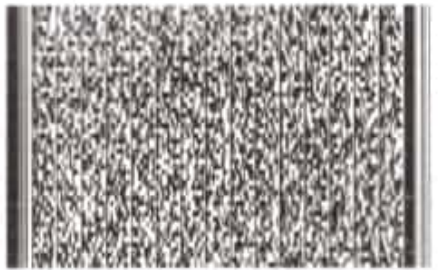




Registration and Stamp Department
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code	01011803012019000214		
Total E-Stamp Amount	500		
Govt. Stamp Duty (Rs.)	500	Municipality Duty (Rs.)	0
Janpad Duty (Rs.)	0	Upkar Amount (Rs.)	0
Exempted Amount(Rs.)	0		
E-Stamp Type	NON-JUDICIAL		
Issue Date & Time	03/01/2019 10:22:01		
Service Provider or Issuer Details	Shrikant Prabhakarrrao Muley/SP011840006201500577		
SP/SRO/DRO/HO Details	muley photocopy centre gate no 4 wright town JABALPUR JABALPUR		

Deed Details

Deed Type	Agreement or Memorandum of an agreement
Deed Instrument	If not otherwise provided for- Five hundred rupees.
Purpose	MEMORANDUM OF AGREEMENT

First Party Details

Organization Name	REC FOUNDATION
Address	CORE-4 SCOPE COMPLEX LODHI ROAD NEW DELHI JABALPUR Madhya Pradesh INDIA
Number of Persons	1

Second Party Details

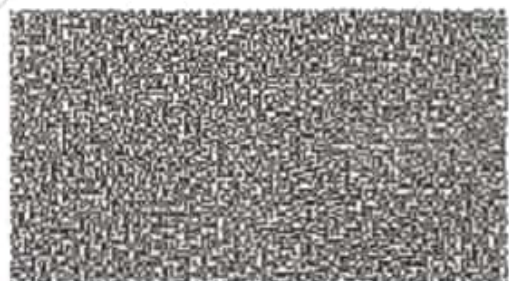
Organization Name	BRAHMARSHI MISSION SAMITI
Address	OPP GEETADHAM JILHARIGHAT JABALPUR Madhya Pradesh INDIA
Number of Persons	1

THIS STAMP PAPER OF 500/- HAS BEEN ISSUED FOR THE PURPOSE OF MEMORANDUM OF AGREEMENT ONLY AND SHALL NOT BE USED FOR AGREEMENT RELATED TO SALE OR PURCHASE OF PROPERTY OR ANY OTHER PURPOSE

MEMORANDUM OF AGREEMENT dated
BETWEEN
REC FOUNDATION
AND
BRAHMRISHI MISSION SAMITI

 REC	 CHIEF FUNCTIONARY Brahmrishi Mission Samiti Jabalpur (M.P.)
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Digitally signed by SHRIKANT PRABHAKARRAO MULEY
Date: 2019.01.03 10:22:10
IST



This Memorandum of Agreement (This "**Agreement**" or the "**Agreement**") is made on the 30th day of the month of January 2019 between

1. REC Foundation is registered on 07th day of September, 2009 under Societies Registration Act of 1860 having its registered office at Core-4, Scope Complex, Lodi Road, New Delhi -110003 (hereinafter referred to as "**REC**" or the "**First Party**"), which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor, administrators, assigns of **FIRST PARTY**.

AND

2. Brahmurushi Mission Samiti is registered under Societies Registration Act on 26th day of May 2000 having its head office at Vanvasi Chetna Ashram, Opposite Geeta Dham, Jilahari Ghaat, Jabalpur- 482008, Madhya Pradesh (herein after referred to as '**BMS**' or **SECOND PARTY**) which shall unless repugnant of the context or meaning thereof be deemed to mean and include his/ her successors and permitted assigns.

WHEREAS

- A. REC Foundation is an initiative of Rural Electrification Corporation Limited which is one of the leading Public Sector Enterprises of the Government of India under administrative control of the Ministry of Power, is desirous of undertaking the project in accordance with REC Policy on Corporate Social Responsibility (CSR) aligned with Companies Act, 2013.
- B. BMS is a not for profit organization running Virat Hospice since 2013 to provide comfort, care, peace and dignity to terminally ill cancer patients. It provides healthcare at no fee to the poor tribal and unattended.
- C. BMS vide their mail dated 14.06.2018, has requested REC to grant assistance of Rs. 9.75 crore under CSR for implementing the project, construction of radiotherapy unit, procurement and installation of equipment, machinery, furniture & procurement of ambulance in Virat Hospice (run under Brahmurushi Mission Samiti, Jabalpur) under CSR assistance by REC Foundation.
- D. REC, under its CSR activities, sanctioned financial contribution of Rs. 3.32 crore (Rupees three crore and thirty two lakh only) plus taxes, if applicable, to the BMS for the project, construction of radiotherapy unit in Virat Hospice, run under Brahmurushi Mission Samiti, Jabalpur, Madhya Pradesh (herein after referred as 'the project').
- E. Both the parties pursuant to various discussions have agreed to enter into this Agreement which specifies a broad framework of co-operation and collaboration between REC and BMS for implementing the Project and the Schedules along with Appendix/format shall be read as an integral part of this Agreement.

In view of the consideration above, the parties hereto agree as follows:

1. Construction of the Agreement

 REC	 BMS CHIEF FUNCTIONARY Brahmurushi Mission Samiti Jabalpur (M.P.)
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The Agreement shall be governed by and construed in accordance with the laws of India.

2. Date of Commencement

The date of commencement of the project shall begin from the date of the execution hereof.

3. Purpose of the Agreement

The funds shall be utilized for the implementation of the project in accordance with the implementation schedule set out in **Schedule I** hereto.

4. Implementation of the project

- 4.1 The project shall be implemented by the BMS in accordance with the scope of work, implementation plan, monitoring and evaluation and terms and conditions as set out in **Schedule I** hereto.
- 4.2 No variation in the scope of work and implementation plan as detailed in the **Schedule I**, shall be allowed to the BMS unless otherwise agreed to in writing by REC in the form of amendment to this Agreement.
- 4.3 REC shall not provide funds in respect of the project outside the scope of work and time schedule as agreed herein among the parties.

5. Responsibilities and Obligations of BMS

5.1 Preservation of Records

BMS shall maintain all the statements (including financial and accounting), records and documents of the funds provided by REC for the project and end use thereof in accordance with the principles of general accepted business practice. BMS non-compliance of the said article will be grounds for termination of the Agreement but REC will have the absolute discretion regarding the same.

5.2 Refund of unutilized/unspent funds

Any unspent or unutilized amount (disbursed earlier by REC for the project), shall on completion of the project or on termination of this Agreement, be refunded to REC within 30 days of the completion of the project or termination of the Agreement, as the case may be.

5.3 Equipment/Fixed Assets

Any non-consumable items/equipment/materials contributed and financed by REC, amounting, for the Project shall be utilized for the purposes mentioned in the Agreement for which it is given and shall not be transferred/disposed charged or encumbered of by the BMS except with express written permission of REC.

 REC	 BMS
	 CHIEF FUNCTIONARY Brahmrishi Mission Samiti Jabalpur (M.P.)

5.4 Maintenance of Project

- 5.4.1 BMS shall ensure to maintain the assets created, if any, in the project and shall only use the assets for the purpose of the project.
- 5.4.2 In case the project being executed by BMS is for a beneficiary organisation, BMS shall obtain and present to REC, a written commitment and undertaking from the beneficiary organisation to the effect that it would use the utilities/facilities provided under the project for the specific purpose that it is intended for and that it would take care of the operation and maintenance of the Project and its rightful use for which it has been established, after the same have been handed over to them, for a period of at least 15 Months.

5.5 Obligations of BMS

BMS hereby agrees and undertakes:

- a. To implement the project as per the terms, conditions and specifications agreed among the parties and to undertake all other related works required for the said project, if any.
- b. To complete the project in stipulated period of time, as mentioned in this Agreement.
- c. To nominate, immediately on signing of this Agreement, a nodal officer to be in-charge of implementation of the project and for all communication/coordination with REC for the same.
- d. To fulfil all other Roles and Responsibilities stated under terms and condition stated under Schedule I.
- e. That the project shall not be financed from any other donated funds or any other source, without the prior written approval of REC, except to the extent of meeting any escalation cost beyond the control of BMS.
- f. That BMS shall not take/subscribe any budgetary allocation/CSR assistance from any other public sector undertaking or donor in respect of the Project, except to the extent of meeting any escalation of project cost beyond its control.
- g. To provide full access to REC or its representative of the books of accounts and all related information to carry out an audit of the project along with the accounts of expenditure.

6. Role of REC

The role of REC shall be to:

 REC	 BMS
	 CHIEF FUNCTIONARY Brahmrishi Mission Samiti Jabalpur (M.P.)

- a. Bear the funding of the project from its CSR budget as per the cost estimate of the project as detailed in **Schedule I**.
- b. Keep BMS informed of any changes in the instructions or its policies.
- c. Disburse funds on satisfactory compliance of prescribed conditions and milestones.

7. Payment Plan

REC shall disburse the funds to the BMS as per the payment plan detailed in **Schedule I**, on submission of requisition for disbursement by BMS.

8. Funds requisition

BMS shall present requisition application for disbursement of funds to REC which shall contain details of expenditure incurred/to be incurred by the BMS in accordance with the schedule of amount disbursed, and fund utilisation certificate along with the project progress report.

BMS authorised representatives shall sign the Funds Requisition Application. Any requisition if not presented in accordance with the above article shall be liable to be rejected.

9. Disbursements

- a. The funds shall be disbursed to BMS in Indian Rupees.
- b. REC shall disburse the funds as per **Schedule I**, only if REC is satisfied with the progress of implementation of the project as per the approved project implementation plan.
- c. In the event the implementation of the project is not as per the agreed terms, conditions and specification agreed herein, REC shall reserve the right to withhold or reduce the instalment amount applied for by the BMS in the Funds Requisition Application or stop further disbursements of instalments amount to the BMS. Release of the instalments amount shall be made upon remedying of the unsatisfactory works and on resolution of the outstanding queries by the BMS to the satisfaction of REC.
- d. In the event that accumulative disbursements made to the project are in excess of the expenditure actually incurred in terms of the approved project implementation plan as per Schedule I, REC shall deduct the excess amount from future instalments disbursed to the BMS.
- e. Any unspent funds will be carried forward to the next financial year while executing the project within the time stipulated in Schedule I.

10. Termination

<p>S.N. Saini</p> <p>REC</p>	<p></p> <p>BMS CHIEF FUNCTIONARY Brahmrishi Mission Samiti Jabalpur (M.P.)</p>
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- 10.1 REC may terminate this Agreement on account of unsatisfactory performance after giving due notice of 15 days to the BMS.
- 10.2 REC may terminate the agreement on 'breach of applicable law'.
- 10.3 Unsatisfactory performance means and includes:-
- An incomplete work done/ no progress in the work found/ work not being implemented as specified under **Schedule I** of this Agreement or non-performance of any obligation under this Agreement or non-compliance of the notice for improvement given by REC.
 - When the BMS is found involved in any manner or form in corrupt practices or misappropriation of the funds/ Assets, which belongs to, or has been marked for the Project activities and REC has sufficient grounds to believe so.
 - Violation of any of the provisions specified in various clauses of this Agreement and terms of reference that leads to a conflict which may affect the objectives of the program, at any time during the continuance of this Agreement.
- 10.4 In the event of unsatisfactory performance of the Project by BMS, REC may, at its sole discretion and at any time, terminate this Agreement and inform the BMS of its decision in writing which shall be final and binding on the BMS. This Agreement shall stand terminated on the date as mentioned in the written communication.
- 10.5 In the event that the BMS is unable to commence the project activities the financial assistance committed for the project by REC is liable to terminated at the sole discretion of REC, not requiring any notice or any reason for the same. In such an event, BMS shall repay/refund the amount already paid by REC for the implementation of the project within stipulated days.
- 10.6 BMS shall not be entitled to payment of any amount by way of compensation for termination of the Agreement for the causes mentioned herein.

11. Force Majeure:

- 11.1 If the performance of the Agreement by either party is delayed, hindered or prevented or is otherwise frustrated by reason of *force majeure*, which shall mean war/hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightning or other natural physical disaster; restriction imposed by the Government or other Statutory bodies which prevent or delays the execution of the Agreement by the BMS and any event beyond the control of parties to the Agreement, then the party so affected shall promptly notify the other party in writing specifying the nature of the *Force Majeure* and of the anticipated delay in the performance of the Agreement. In such a case the relative obligations of the

<p>S.N. Sivim REC</p>	<p>BMS CHIEF FUNCTIONARY Brahmrishi Mission Samiti Jabelpur (M.P.)</p>
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party affected by such Force Majeure shall be suspended for the period during which such Force Majeure event lasts/continues.

- 11.2 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable to perform its obligation under this Agreement, shall notify the other party in writing, the beginning of the cause amounting to *Force Majeure* as also the ending of the said cause by giving notice to the other party within 72 hours of the beginning of the cause or ending of the cause, as the case may be. If deliveries are suspended by *Force Majeure* conditions lasting for more than 2 (two) months, REC shall have the option of cancelling this Agreement in whole or part at his discretion without any liability on its part.

12. Dispute Resolution and Jurisdiction

- 12.1 Any dispute between the Parties arising out of or in relation to the validity, interpretation, implementation or alleged breach of any of the provisions of this Agreement during its subsistence shall be resolved amicably by the parties. In case of failure to resolve the disputes amicably within 30 days from the date on which the existence of dispute was communicated by one party to the other, the dispute shall be referred to a sole arbitrator to be appointed by CMD, REC, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 reference whereof shall include rules framed thereunder and amendment thereto from time to time. The place of arbitration shall be at New Delhi. The language used in the arbitral proceedings shall be English. The decision of the sole arbitrator shall be final and binding upon the parties. The fees/expenses to be incurred for the arbitrator/arbitration proceedings shall be mutually borne by the parties.
- 12.2 All disputes arising between the parties herein shall be subject to the jurisdiction of the courts of Delhi only.

13. Indemnity:

The BMS shall keep REC indemnified from and against any and all claims, actions, demands and proceedings, losses, charges, taxes, Disputes etc. whatsoever brought or made against REC arising from any method or process employed or matter or thing done to or in connection with any work executed by BMS under this Agreement and shall, at its own risk and expense defend any suit for infringement of patent or like suit brought against REC (whether with or without BMS being a party thereto) and shall pay any damages and costs awarded in such suit, and keep REC indemnified from and against all consequence thereof.

14. Conflict of Interest

- 14.1 Neither BMS nor its personnel or agent shall engage in any personal business or professional activities, either during the course of or after the termination of this

<p>S.N. Saini REC REC Foundation</p>	<p>CHIEF BMS FUNCTIONARY Brahmrishi Mission Samiti Jabalpur (M.P.)</p>
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Agreement, which conflict with or could potentially conflict with the object of the Project.

- 14.2 Subject to clause 14.1 above, the BMS shall notify REC immediately of any such conflict and suggest/take immediate remedial measures under information to REC to ensure that the Project is completed as per the terms and conditions agreed upon.

15. Disclosure of Information, intellectual Property Rights and Official Securities Act

- 15.1 All Intellectual Property in any technical/capacity building material provided by BMS to REC under this agreement shall be the property of BMS.
- 15.2 All Intellectual Property contained in this Agreement or in any reports including baseline study, progress reports, impact assessment report or any other report/information compiled in respect of the project at the request of REC, photographs etc. shall be the property of REC and may not be shared with any third party without prior written approval of REC.
- 15.3 BMS shall not during or after the termination of the Agreement disclose to any third party confidential information arising from the Agreement (other than in the course of performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission of REC.
- 15.4 The BMS shall be free to publish the articles/research arising from the project in any Journals/Conferences/other modes of publication, only after seeking the written approval from REC and must contain an acknowledgement of support from REC.



16. General Provisions

- 16.1 Nothing contained in this Agreement shall be construed or have the effect of construing or constituting a relationship of employer and employee or principle and agent between REC and BMS.
- 16.2 BMS shall be responsible for all acts and omissions of its staff and any persons, associations, institutions engaged by the BMS whether or not in the course of implementing the project and for the health, safety and security of such persons or entities and their property.

17. Amendment

In case any amendments are required to any part of the Agreement, BMS hereby agrees to incorporate all such amendments and implement the same in respect of the project. The Agreement shall be amended only by a written instrument with mutual consent of the parties to the Agreement.

18. Validity

<p>S.N. Sawan REC</p> 	<p> BMS CHIEF FUNCTIONARY Brahmrshi Mission Samiti Jabalpur (M.P.)</p>
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This Agreement will remain valid between both parties till the obligations of BMS under the Agreement are discharged to the satisfaction of REC. REC, at its sole discretion, may agree to extend the validity of the Agreement for this project or for similar other projects to be undertaken in future in same or other locations.

19. This Agreement has been executed in two counterparts, each of which when executed by both parties hereto, shall constitute an original, but all of which shall constitute one and the same instrument.

20. **Address for Communication**


REC Foundation	Brahmrishi Mission Samiti
I. Shri S N Srinivas CEO, REC Foundation New Delhi P. no. 011 2436 5392 Email: snsrinivas@recl.nic.in	I. Dr. Akhilesh Gumashta Secretary, BMS Jabalpur P. no. 09425168684 Email: akhilesh@gmail.com

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed on the date first written hereinabove.

For and on behalf of REC Foundation

For and on behalf of BMS

S.N. Srinivas
(.....)



(.....)
CHIEF FUNCTIONARY
Brahmrishi Mission Samiti
Jabalpur (M.P.)

S.N. Srinivas
REC



CHIEF FUNCTIONARY
Brahmrishi Mission Samiti
Jabalpur (M.P.)

Schedule I

Project Name	Construction of radiotherapy unit in Virat Hospice, run under Brahmishi Mission Samiti.
Project Cost	Rs. 3.32 crore, plus taxes, if applicable.
Project Location	Virat Hospice, Jabalpur, Madhya Pradesh
Project Duration	12 months
Project Reach	Cancer patients and terminally ill people.

1. Objectives of the Programme:

To provide accessible health care services through integration of oncology and palliative care to cancer patients and terminally ill people.

2. Scope of Work & Implementation Framework:

- i. Construction of 20 bedded radiotherapy unit in Virat Hospice.
- ii. The programme shall be implemented by BMS.
- iii. BMS shall follow REC Procurement guidelines for procurement of goods and services under this project.
- iv. Submission of lease document/ownership document of the land where the construction is proposed.
- v. BMS shall obtain all clearances/NOC for construction under this project and submit the copy to REC.
- vi. The project cost for construction of buildings/any other activities should be as per PWD/CPWD rates.
- vii. BMS shall submit baseline report before start of the project and impact assessment report after completion of the project by third party and submit the reports for acceptance of REC.

3. Monitoring and Evaluation:

A Project Implementation Committee (PIC) shall be formed comprising of a member from REC RO Bhopal and BMS.

• Impact Evaluation :

Impact assessment/evaluation to be conducted by third party.

• Progress Reporting:

BMS shall submit periodic report to REC on the progress and achievements vis-à-vis stated objectives. BMS shall submit project completion report within three months after completion of the project.

4. Terms and Conditions of Sanction of Financial Assistance under CSR:

 REC REC FOUNDED	 BMS CHIEF FUNCTIONARY Brahmrishi Mission Samiti Jabalpur (M.P.)
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- a. The amount of REC CSR assistance to BMS would be restricted to Rs. 3.32 crore, plus taxes, as applicable in line with the proposal for project, construction of radiotherapy unit in Virat Hospice run under Brahmishi Mission Samiti, Jabalpur, Madhya Pradesh.
- b. BMS shall ensure that no amount would be/has been charged from the beneficiaries covered under the project.
- c. BMS shall submit the periodic progress report comprising (a) photographs and video footage of the activities (b) brief write-up (c) narration of impact created (d) appreciation letters if any to REC on the progress and achievements vis-à-vis stated objectives.
- d. BMS shall maintain the registers and records pertaining to the list of patients.
- e. REC CSR assistance, including REC name and logo, should be displayed prominently in the construction site.
- f. BMS undertakes that:
 - i) The project costs of the project indicated above would be restricted to actual costs; cost escalation, if any, shall be borne by BMS.
 - ii) The CSR assistance shall not be used for any other purpose other than for project related activities.
 - iii) The present CSR project shall be executed on no profit/ no loss basis.
 - iv) Board of Directors/ Governors/ Trustees/ Managing/ Executive Committee Members of BMS is not related in any manner, with REC/ Subsidiary/ Management of REC.

8. **Cost Estimate:** Rs. 33222000/- (Rupees three crore thirty two lakh twenty two thousand only) plus taxes as applicable as per break up given below:

S. no.	Particulars	Area (in Sq. ft)	Rate per unit	Amount (in lakh)
1	Land development	--	--	10
2	Civil works			
	Basement	7450	1050	78.22
	Bunker I (external beam radiotherapy & Brachy therapy)	550	13636	75
	Bunker II	550	13636	75
	Staff room	1000	1050	10.50
	Admin room	1000	1050	10.50
3	Central services			
	Mechanical works: Water supply, sanitation, tube well etc. (14 % of civil cost) Sewage treatment & disposal	--	--	34.89
	HVAC works: High side, Low side, Elevators (2 bed, 2 service), Medical gases	--	--	4.54
	Fire detection & fighting systems (7 % of civil cost)	--	--	17.45
	Consultancy fees	--	--	0.3
	Total			316.40
	Contingencies @ 5% of total	--	--	15.82
	Grand total (cost of the building)			332.22

  REC	 BMS CHIEF FUNCTIONARY Brahmishi Mission Samiti Jabalpur (M.P.)
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9. Payment Plan: Payment against total amount of Rs. 3.32 crore or actual amount, whichever is lower, plus taxes as applicable, shall be released to BMS in installments on submission of payment requests and on fulfillment of prescribed disbursement conditions:

First Installment: 20% of the sanction cost, or actuals, whichever is less, payable on:

- i. Signing of MoA with REC.
- ii. Submission of name, email and contact details of nodal person for the project.
- iii. Submission of baseline report conducted by third party and acceptance of the same by REC.
- iv. Submission of land ownership document/ lease agreement of the land for construction of radiotherapy unit.
- v. Submission of necessary clearances/NOC for construction under this project and submit the copy to REC.
- vi. Submission of bank account details for release of payment.
- vii. Display of REC- BMS partnership link on website of BMS.
- viii. Undertaking from implementing agency that no amount shall be charged from beneficiaries.
- ix. Confirmation of formation of PIC.

Second Installment: 30% of the sanction cost or actual whichever is less, payable on:

- i. Submission of copy of purchase order/ contract agreement along with copy of final invoice from the vendor.
- ii. Receipt of all material/equipment as detailed in scope of work, along with copy of final invoice from the vendor.
- iii. Submission of audited utilization certificate of 80% funds released so far along with break-up of expenditure.
- iv. Submission of progress report (with photograph).
- v. Quality assurance report from independent engineer/ architect.
- vi. PIC confirmation of compliance of the above payment terms and conditions for the release fo payment.

Third Installment: 30% of the sanction cost or actual whichever is less, payable on:

- i. Evidence of completion of civil works in the project.
- ii. Submission of audited utilization certificate of 80% funds released so far along with break-up of expenditure.
- iii. Submission of progress report (with photograph).
- iv. Quality assurance report from independent engineer/ architect.
- v. PIC confirmation of compliance of the above payment terms and conditions for the release fo payment.

Fourth/ Final Installment: 20% of sanction cost or actual whichever is less, payable on completion of all the activities as per scope of work:

- i. Submission of project completion report along with photographs.

 REC 	 BMS CHIEF FUNCTIONARY Brahmrishi Mission Samiti Jabalpur (M.P.)
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- ii. Certificate from architect that the construction that the construction has been done in line with the measurement as indicated in area specification.
- iii. Submission of video footage displaying pre and post intervention/ construction.
- iv. Confirmation of display of REC logo and REC CSR assistance at stone/metal plaque at appropriate places in the constructed building.
- v. Submission of audited utilization certificate along with expenditure statement showing detailed item wise break-up as per MoA for the funds released so far including interest earned under the project and compliance of all other terms and conditions of this sanction/ MoA.
- vi. Submission of impact assessment report undertaken by third party and acceptance of the same by REC.
- vii. Submission of certificate with regard to the following:
 - a) The present CSR project has not been financed from any other source or donated funds
 - b) The funds released by REC have not been used for any other purpose other than the intended objectives of the project.
 - c) No money has been/ would be charged from beneficiaries under this project.
 - d) No further payment shall be due from REC after receiving fourth/ final installment.

S.N. Singh REC	 BMS
	CHIEF FUNCTIONARY Brahmishi Mission Samiti Jabalpur (M.P.)