

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**COLLECTOR, SUPAUL DISTRICT, BIHAR**  
**AND**  
**ANUBHOOTI, PATNA, BIHAR**

**A REGISTERED ORGANIZATION UNDER SOCIETY REGISTRATION ACT, 1860.**

The Kosi River near Khusaha in Nepal's Sunsari district changed its track causing colossal loss of life and property in the south east Tarai region of Nepal and in eighteen districts of Bihar, India on 18<sup>th</sup> August 2008. This national calamity affected life of people, property severely in 18 districts of Bihar. Supaul district is one of the most flood affected district in Bihar.

Anubhooti set up a relief camp "Punarwaas Flood Relief Mission, Bihar" at 22-RD, Kattaiya Village, Deenbandhi Gram Panchayat in Basantpur Block of Supaul District and continued serving around 6500 people from 4<sup>th</sup> September 2008 till 15<sup>th</sup> March 2009. Now, there is an urgent need of rehabilitation and reconstruction in the calamity affected area of Supaul District.

This MoU is being entered into between the Collector of Suapul District hereinafter referred to as FIRST PART) and Anubhooti, Patna, Bihar registered under society registration act, 1860 (hereinafter referred to as SECOND PART), who jointly wish to respond to specific objectives as per the rehabilitation and reconstruction policy enuciated by the Government of Bihar.

Anubhooti, Patna, Bihar registered under the society registration act, 1860 has identified one of the most backward and mahadalit village Hindolowa, Kochgawa Gram Panchayat, P.O. Balabhadrapur, Basantpur block, Supaul district, where it intends to support rehabilitation and reconstruction initiatives in partnership with the District Magistrate, Suapul, Government of Bihar as per the guideline specified by the Government of Bihar.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS.

#### NATURE AND SCOPE OF THE WORK

- (1) The SECOND PART undertakes to construct 104 permanent houses with basic facilities like toilet & bathroom, community infrastructure such as school building, health centre / hospital, community hall-cum-vocational training centre in Hindolowa Village, Kochgawa Gram Panchayat, Basantpur Block of Supaul District in accordance with the type, design and habitat layout of such quality as approved by the District Collect in consultation with the beneficiaries on the overall technical guidelines for disaster resistant (earthquake resistant) building specified by the department of Planning and Development. The first part undertakes the responsibility of providing water, power and other utility connections as may be found expedient with respect to the site conditions upto the periphery of the habitants as per the existing rules and regulation in force.

#### ENGAGEMENT OF AGENCIES

- (2) It shall be the responsibility of the SECOND PART to engage only construction agencies with qualified engineering personal with past experience in construction activities and to build the permanent houses in accordance with the rules / regulations / guidelines and laid down by the Department of Planning and Development and the SECOND PART will undertake the construction of the houses along with the infrastructure facilities. The Second Part will provide skill development training such as mansonry, carpentry, pluming to village youths to ensure their sustainable livelihood.

#### INVOLVEMENT OF FACILITATING AND TECHNICAL SUPPORT ORGANISATION

- (3) The SECOND PART shall be at liberty to identify and engage such NGOs or voluntary organizations with proven expertise and track record in construction activity and / or in socially productive work with community participation in similar projects elsewhere in the state or country for the purpose of achieving the task as a joint exercise in a transparent and participative manner. The Second Part shall also be at liberty to involve similar technical support organizations which have developed and proved their expertise in livelihood issues and/or in constructing special type of houses or building which are earthquake / flood

resistant and shall also education the potential beneficiaries to undertake such repairs as may be warranted in course of their occupation of the building after the allotment.

If any complaints are received by the FIRST PART on the role of these subcontracted agencies in term of quality of work, schedule not being met, being a course of local unrest or district with local population, lack of coordination or in being involved in religious activities or any activities which affect public interest of then the second part agrees to make alternative arrangement to replace such agencies. Decision will be taken mutually by both parties (FIRST PART and SECOND PART).

#### LAND AND OWNERSHIP

- (4) Already the villagers of Hindolwa have identified their land certified by the Circle Officer (Government of Bihar) and handed over the same to the SECOND PART for the purpose of construction of the permanent houses and/or associated infrastructure free of cost for the flood survivors affected by the Koshi calamity in the above mentioned location. The ownership of the land shall vest with individual beneficiaries / villagers of Hindolowa. After completion of construction and rehabilitation work the ownership of the same land will be given back to beneficiaries, who had handed over their land to SECOND PART.

#### IDENTIFICATION OF THE BENEFICIARIES

- (5) Mutually both parts shall identify the village and beneficiaries in consultation with local gram panchayat and elected representatives. The FIRST PART shall as far as practicable, identify the prospective owner in advance and link them with specific sites so that the beneficiaries can also participate in the construction activities to the extent possible.

#### EQUAL TREATMENT TO ALL

- (6) The SECOND PART shall not insist on providing permanent houses or infrastructure facilities in the selected and allotted areas only certain class or caste, gender, community, creed, religion, language etc and shall be bound to

undertake the project without any discrimination. However the most deprived people will be given priority for rehabilitation.

#### FUNDS FOR THE PROJECT

- (7) The SECOND PART shall invest the requisite amount to undertake the above house construction and skill development training facilities in terms of resolution no. 10/08, 757 dated 19 March 2009 of the Department of Planning and Development and agree to abide by all such conditions and covenants as may be stipulated by the government of Bihar from time to time in the larger interest of the welfare of the Kosi calamity survivors. Without prejudice to any other guideline in this regard, the SECOND PART shall involve the local beneficiaries in the programme and make use of locally available materials to the extent feasible.

#### SEPARATE BANK ACCOUNTANT AND ACCOUNTS OF THE PROJECT

- (8) The SECOND PART shall open a separate bank account and maintain separate statement of accounts for funding the above mentioned activities which shall be subject to audit by a qualified chartered accountant or by a firm of chartered accountant.

#### SCHEDULE OF ACTIVITIES

- (9) The SECOND PART shall give a “schedule of plan of activities” indicating the time of the commencement of the work, various time bound and present milestones of achievement with an undertaking to abide by the target date of completion of the work. The FIRST PART shall have right to review the schedule of the activities presented by the SECOND PART and modify or vary or alter the schedule of activities in consultation with the SECOND PART and fix the time of commencement courses of progress and completion of work/project as may be warranted and the decision of the FIRST PART shall be binding on the SECOND PART.

#### ACCESS TO INSPECTION OF WORK

- (10) The rebuilding activities of the affected area shall be commenced and completed within the time. The FIRST PART shall have a right of inspection of the progress of the work and quality of the materials used in the construction either by himself or through any authorized person / persons with or without prior notice to the SECOND PART as the circumstances may demand and the SECOND PART is bound to provide all facilities and access to such inspection.

#### FACILITIES BY THE DISTRICT ADMINISTRATION

- (11) THE SECOND PART will be provided by the FIRST PART all nonmonetary facilities such as local body / government agencies clearances for the purpose, basic facilities such as community road, electricity of accomplishing the above noble task without any violation of the existing rules and regulations with respect to the rehabilitation activities.

#### JOINT REVIEW OF PROGRESS

- (12) THE FIRST PART and SECOND PART shall jointly review the progress of work at such periodicity as may be found convenient and expedient in the interest of the progress of the work preferably once in a fortnight and in any case the interval between two successive reviews should not be more than a month. Both parties shall agree to nominate an independent technical consultant for the purpose of conducting third party auditing and appraisal of the progress of the works and fulfillment of the respective obligation on either part in the course of the progress of the work and during the currency of the MoU.

#### NON COMPLETION OF WORK

- (13) In the unlikely event of the SECOND PART not performing the committed obligations such as non-completion of work as per the agreed schedule under this Memorandum of Understanding within such time as may be prescribed by the FIRST PART for reasons solely attributable to SECOND PART and in such a manner as may be laid down, it shall be lawful for the FIRST PART to take over the incomplete work under "as is where is" conditions sans any liability on

the FIRST PART after issue of notice not exceeding thirty days after giving proper hearing and chance to remedy or clear any defects.

#### INSPECTION AND TAKING OVER

- (14) The SECOND PART shall intimate the completion of the rehabilitation work with provision of necessary facilities agreed to be undertaken to the FIRST PART within the time as may be laid down by the FIRST PART and shall arrange to remove all the debris and building materials scattered around the construction sites and dispose them to keep the area clean and neat. The FIRST PART shall cause inspection of the constructed houses and the infrastructure established and only on being satisfied of the construction will arrange to take over the building and infrastructure from the SECOND PART with the handing / taking over certificate in writing and signed by both parts in the presence of the local elected leaders.

#### MAINTENANCE OF PUBLIC PEACE AND COMMUNAL HARMONY :

- (15) The SECOND PART or any one claiming to possess due authorization of SECOND PART shall not indulge either by self or through any organization or bodies or individuals or in any mode or form of any organization in any kind of religious or political or communal activities especially such activities that will incite or will have the potential to cause hatred or disharmony or both in the minds of the residents or beneficiaries of the areas or ground that the SECOND PART has invested in the construction of the permanent houses with or without associated infrastructure for the benefit of the allottees of the houses.
- (16) The SECOND PART shall not be permitted to construct any place of worship and in any manner or form in the village allotted to the SECOND PART for the above purpose. In the event of any violation of this condition, the FIRST PART shall immediately terminate the work being done by the SECOND PART and shall take appropriate action to complete the remaining work.

#### FURNISHING OF FALSE INFORMATION

- (17) If any information furnished by the Second Part is found to be false or incorrect at any time during the course of implementation of the above project, the First

part shall have right to terminate the Memorandum of Understanding with prior notice not exceeding seven days.

#### MATTERS NOT COVERED BY THE MoU

(18) With respect to all residuary matters not specifically covered by the MoU, the instructions of the Department of Planning and Development shall be final and binding on both the parts, in regard to the specific project of the MoU.

#### ACTS OF GOD AND SUPERVENINT IMPOSSIBILITIES

(19) “Force majeure” close : Neither party shall be liable to the other for any loss, delay, or any damage occasioned by or arising out of acts of god such as but not restricted to unprecedented flood, volcanic eruptions, earthquake or any other convulsion of nature and other acts such as but not restricted to invasion, act of foreign countries, hostilities, or war-like operations before or after the declaration of war, rebellion, military or usurpation of power which prevents performance under the MoU and which could not have been foreseen or avoided.

#### AMMENDMENTS TO MOU

(20) It shall be lawful for the both parties to amend, vary alter modify, change, revise and redraw either in part of in full any terms and condition of the MoU in the interest of the rehabilitation project works, with the mutual discussion.

#### THIRD PARTY ADJUDICATION

(21) Should there arise any dispute of difference or opinion with respect to any issue connected with the above mentioned activities, it shall be referred to the empowerment committed by THIRD PART, which can be decided by both parts. The decision of committee shall be final and be binding on the both parts. None of the provisions of Arbitration Act shall be applicable in case of any dispute.

PROHIBITION OF CIVIL OR CRIMINAL SUITS

(22) Neither parts (FIRST PART or SECOND PART) shall undertake any legal action against each other with respect to any issues connected with the performances and discharge of any obligation under the MoU.

PERIOD OF MOU

(23) This Memorandum of Understanding (MoU) is for a period till the activities mentioned in the MoU are carried out.

IN WITNESS WHEREOF the parties here to have set and subscribed their respective hands and seals the day \_\_\_\_\_ and year\_\_\_\_\_.

On behalf of NGO / Voluntary Agency / Trust

Authorized Signatory

District

On behalf of Government of Bihar

Collector of Supaul District, Bihar

Date :

Place :

WITNESSES :

1. Name and Designation  
With Full Address

SIGNATURE

2. Name and Designation  
With Full Address