

242



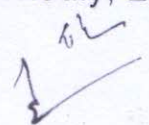
झारखण्ड JHARKHAND

03AA 051384

**MEMORANDUM OF UNDERSTANDING**

Memorandum of understanding (MOU) is made and entered into

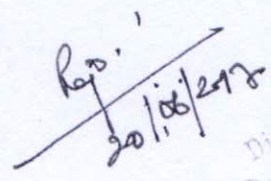
on 20th <sup>June</sup> ~~July~~, 2017

  
 [Signature]

**BETWEEN**

The Government of Jharkhand represented through the Director, Information & Public Relation Department, Government of Jharkhand, having it's office at Suchna Bhawan, Audrey House Campus Meur's Road

  
 Proprietor

  
 20/06/2017  
 Director  
 Information & Public Relations Department  
 Jharkhand, Ranchi

8030 20/06/2017

*[Faded text and illegible markings]*

*[Faded text, possibly a name or title]*

*[Handwritten signature]*

MEMORANDUM OF UNDERSTANDING

Memorandum of understanding (MOU) is made and entered into

on 20th July 2017

BETWEEN

The Government of Jharkhand represented through the Director, Information & Public Relation Department, Government of Jharkhand, having its office at Suchna Bawan, Audrey House Campus, Meer's Road

*[Handwritten signature]*

*[Handwritten signature]*

(241)

भारतीय गैर न्यायिक

FIVE RUPEES

पाँच रुपये

FIVE RUPEES



सत्यमेव जयते



भारत INDIA

INDIA NON JUDICIAL

झारखण्ड JHARKHAND



03AA 051387

8030 20/06/2017

रजनीश कुमार / पत्नी सुनंदा सिंह

काठमाडौं

15/4/201

संजय कुमार गुप्ता

संजय कुमार गुप्ता

संजय कुमार गुप्ता

*[Handwritten signature]*

(240)



MAY 01  
झारखण्ड JHARKHAND

03AA 051386

8030 20/06/2017

~~.....~~  
~~.....~~  
~~.....~~  
~~.....~~

संजय कुमार गुप्ता  
ज्येष्ठ सहायक निदेशक

*[Handwritten signature]*

03AA 051386

03AA 051386

(239)



झारखण्ड JHARKHAND

03AA 051385

8030 20/06/2017

~~...~~  
~~...~~  
~~...~~  
~~...~~

संजय कुमार गुप्ता

...

...

Handwritten signature and scribbles

03AA 031 385

01A1K9A1H1 50374



Ranchi-8 (hereinafter referred to as "FIRST PARTY" who is duly authorized by GOJ to execute this agreement on the FIRST PARTY;

AND

Ranjan Kumar proprietor M/S Hot Lips, Kanke Road Ranchi, to as "SECOND PARTY", which expressions shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors or permitted assigns, through its authorized representative, on the SECOND PARTY,

The Parties to this MOU are individually referred to as the "Party" and collectively referred to as "Parties".

WHEREAS:

1.1 The Information and Public Relation Department, Government of Jharkhand vide advertisement dated 24.05.2017

M/S Hot Lips  
Proprietor

Rg

published in daily news paper "Dainik Bhaskar" "Hindustan" "Parabhat Khabar" etc. regarding filling of tender for publicity of Department Projects and Welfare schemes of Government of Jharkhand through advertisement on LED Screen mounted on vehicle.

1.2 Sri Ranjan Kumar proprietor M/S Hot Lips, Kanke Road Ranchi,, Jharkhand, is well reputed firm. The tender regarding the same got approved under the terms and condition mentioned in the advertisement of said tender notice.

1.3 The Parties hereto pre desirous of recording in writing hereof the terms and conditions for undertaking the project and the manner in which the project shall be utilized and hence this **MOU**.

1.4 This memorandum is being prepared and signed in duplicate. Each party shall keep one copy. Each copy shall be treated as original for all intents and purpose.

M/s Hot Lips  
Proprietor

Rp.

**2. SCOP OF WORK**

2.1 The SECOND PARTY would be required to advertise on behalf of the Government of Jharkhand with respect to various Development projects as well as Welfare Schemes in all the twenty four (24) district area, including rural areas and hinterlands of Jharkhand as according to terms and condition of the tender.

2.2 The SECOND PARTY would do the above advertising through LED Screen Size 12ft.x8ft. Hydraulic Mounted on medium size Truck.

2.3 Specification of LED Screen OUT DOOR P-8 or better quality.

2.4 Good quality sound system of approximately 1000 watt must be fitted.

2.5 Screen must be clearly visible both during day and night.

M/s H...  
Proprietor

Repn. ✓

2.6 The LED vans must have GPS facilities so that it can be used as and when required and the Control System of the GPS must be installed at IPRD, SuchnaBhawan, Ranchi.

2.7 The SECOND PARTY has to run the programs provided by the Government from time to time and to strictly abide by the Specifications of the LED and all the condition of the tender.

### **3. AREA OF OPERATION**

The second party shall run the LED mounted on vehicle in the areas assigned including the rural and remotest part.

### **4. HOUR OF OPERATION**

The second party shall run the LED mounted on vehicle for a minimum period of 8 hours daily.

### **5. VALIDITY**

The validity of this agreement is for a period of 2(two) year i.e. 24 months subject to fulfillment of terms & Condition of the tender notice dated 24.05.2017 and other conditions mentioned in this MOU.

M/s Haz Lipa  
Proprietor

Rp. 1

**6. TERMS OF PAYMENT**

6.1 The SECOND PARTY would be paid at the rate of:-2,76,000 per LED VEHICLE per month inclusive all taxes and all kind of expenses.

6.2 All the incidental and ancillary charges is to be borne by the second party;

6.3 Payment shall be made on monthly basis after certification of duration, satisfactory performance and compliance with technical specification by the concerned competent authority.

6.4 During this period any kind of increase in payment shall not be acceptable under any circumstances.

**7. INDEMNIFICATION**

Notwithstanding anything contained in the MOU, SECOND PARTY shall defend, Indemnity and hold FIRST PARTY, its employees or agents harmless from and against any and all liability, loss, expenses (Including reasonable attorney's fees), or claims for injury or damages arising out of performances of the contract vide this MOU only in proportion to and to the extent such liability, loss, expenses, attorney's fees or claim for injury or damages are caused by or result from the negligence or intentional acts or omissions or which could be reasonably foreseen

M/s Hbz Lites  
Proprietor

R.D.S.

### 9- TERMINATION

The FIRST PARTY may terminate the tender on a month's notice on the following grounds:-

9.1 If the specification of LED Van including the accessories is not as per the description and despite reminders no corrective measures have been taken.

9.2 If the performance of SECOND PARTY is not satisfactory.

9.3 If the SECOND PARTY becomes bankrupt or otherwise insolvent.

9.4 If any criminal proceeding are initiated against the SECOND PARTY.

9.5 If the SECOND PARTY commits persistent breach in service.

9.6 Any other valid reason which justifies the termination.

M/S. [Signature] Ltd  
Proprietor

[Signature]

[Faint stamp]

**10. PENALTY**

In case of violation / deviations from the conditions in the agreement, guidelines and norms or if the SECOND PARTY fails to perform any of its obligation, the FIRST PARTY may impose penalty cut in payment or suspend the payment.

**11. OTHER TERMS AND CONDITION**

11.1 This MOU shall be effective from 1<sup>st</sup> July, 2017 and shall continue to be effective for a period of 2 year from the Effective Date. The parties may extend the term at the end of this period by period mutual consent in writing.

11.2 The Parties agree that all assets / equipment's used in the Project and other work products of the Project, at the end of the Term, will remain be the sole, exclusive absolute property of SECOND PARTY.

M/s [Signature]  
Proprietor

[Signature]

11.3 The Parties agree that all information and advertisement material given by First Party and used in the Project and other work product of the Project, at the end of the term, will remain be the sole, exclusive and absolute property of FIRST PARTY.

11.4 FIRST PARTY shall provide SECOND PARTY adequate prior information and notice of all places and nature of advertisement and the likewise directly and / or indirectly related to the Project or the work done under this MOU.

11.5 The FIRST PARTY shall not be responsible for any claim or dispute of the manpower or vehicle used for the aforesaid purpose by the SECOND PARTY.

11.6 The SECOND PARTY shall not be responsible for any claim or dispute of the advertisement material provided to advertise and used for the aforesaid purpose by the FIRST PARTY.

11.7 Bothe Parties herein shall at all responsible time be available for meaningful consultation concerning the aforesaid activities hereunder.

M/s Haz Lips  
Proprietor

Regd



11.8 The MOU and any rights or obligations hereunder shall not be assigned or transferred by either party without the prior consent of the other party; any attempted assignment without the party's prior written consent shall be void.

11.9 The provisions and any breach of this MOU shall not be waived, except expressly in writing signed by the waiving party. A waiver on one occasion or of one provision or breach shall not constitute a waiver on another occasion or of another provision or breach.

11.10 The Parties agree to resolve any dispute arising under this agreement amicably. The courts in Ranchi shall have exclusive jurisdiction to decide any dispute / claims / difference arising under this agreement.

11.11 This MOU shall not be amended or cancelled, unless such amendment or cancellation shall be expressly agreed in writing executed by a duly authorized officer of each party.

M/s [Signature] Proprietor

[Signature]

11.12 This MOU supersedes any previous negotiations or agreement between the parties, weather oral or in writing, in relation to the matters dealt with herein and represents the entire understanding between the parties in relation thereto.

11.13 **FORCE MAJEURE**

11.13.1 Not withstanding anything above, the second party shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations is the result of an event of Force Majeure.

11.13.2 For purposes of this clause "Force Majeure" means an event beyond the control of second party and not involving second party's fault or negligence's and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos and/or any act beyond the control of the second party.

M/s. [Signature]   
 Proprietor

[Signature]

11.13.3 If a Force Majeure situations arises, second party shall promptly notify the first party in writing of such conditions and the cause there of. Unless otherwise directed by the first party in writing, second party shall continue to perform its obligations as far as reasonably practical, and shall seek all reasonable alternatives means for performance not prevented by the Force Majeure event.

11.14 The aforesaid terms and conditions have been agreed upon without any force, fraud, undue influence or coercion by or from anyone whosoever and the parties realize and declare that the same are for the benefit af all concerned.

*Rajon.*  
*20/08/2017*  
 Director  
 Information & Communications Department  
 Jhelum District, Pakistan  
**1. FIRST PARTY**  
 1 Witness..... *Sanjay Kumar Jha*  
 (A.B.E.)  
 2 Witness.....

*M/A Haz Lita*  
 Proprietor  
**2. SECOND PARTY**  
 1. Witness..... *M. Salim*  
 2. Witness.....