

असम ASSAM

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AGREEMENT

(Executed between IIE and Implementing Agency)

THIS AGREEMENT is made at **Guwahati** on this **20th** day of **September 2019** between **INDIAN INSTITUTE OF ENTREPRENEURSHIP**, Govt. of India, an autonomous organization under the Ministry of Skill Development & Entrepreneurship and having its office at Lalmati, Guwahati-29, hereinafter referred to as "**IIE**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **FIRST PART** and **SWADHIN**, a trust registered under the Charitable Trust Act of 1882 and having its registered office at

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निदेशक / Director
Indian Institute of Entrepreneurship
इंडियन इंस्टीट्यूट ऑफ एंटरप्रेनियरशिप
गुवाहाटी / Guwahati-29

Devanand Rijodasthi

Vill – Guskara Aushgram Road, Dist.- Purba Bardhaman, West Bengal-713128 hereinafter referred to as the “Implementing Agency” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the SECOND PART.

WHEREAS, Government of India, with a view to making the traditional industries more productive and competitive and facilitating their sustainable development, has announced the setting up of a fund for re-generation of traditional industries, by name “**Scheme of Fund for Regeneration of Traditional Industries (SFURTI)**”. The scheme shall be implemented by Non-Government Organizations (NGOs), institutions of the Central and State Government, Panchayati Raj Institutions (PRIs), etc with suitable expertise to undertake cluster development. The Government of India has designated IIE as the Nodal Agency (N.A), engaged in providing training, research, consultancy and the promotion of entrepreneurship and development of micro, small and micro enterprises sector with special focus on cluster development, who shall in turn identify the Implementing Agencies (IA) in a transparent manner with the approval of the Scheme Steering Committee (SSC) constituted by the Ministry of Micro, Small and Medium Enterprises.

AND WHEREAS, the primary objectives of the Scheme are-

- i. To organize the traditional industries and artisans into clusters to make them competitive and provide support for their long term sustainability and economy of scale;
- ii. To provide sustained employment for traditional industries artisans and rural entrepreneurs;
- iii. To enhance marketability of products of such clusters by providing support for production of new products, design intervention and improved packaging and also to improve marketing infrastructure;
- iv. To equip traditional artisans of the associated clusters with the improved skills and capabilities through training and exposure visits;
- v. To make provision for common facilities and improved tools and equipments for artisans based on the requirement of the respective clusters.

- vi. To strengthen the cluster governance system with the active participation of the stakeholders, so that they are able to gauge the emerging challenges and opportunities and respond to them in a coherent manner;
- vii. To build up innovative skills and develop traditional skills, improve technologies, advance processes, market intelligence and new models of public-private partnerships, so as to gradually replicate similar models of cluster-based regenerated traditional industries.

AND WHEREAS, IIE, being the Nodal Agency is desirous of implementing the SFURTI Scheme through various Implementing Agencies (IAs), with a view to achieve the aforesaid objectives, envisages the development of certain selected activities of traditional and village industries cluster, herein referred to as the **Fashion Accessories Cluster, Vill-Tatarpur, Muluk, Bolpur, Dist.-Birbhum, West Bengal-731204** by developing marketing channels and forum, market facilitation centres, strengthening of Sales outlet, capacity building, and design up-gradation, etc.

AND WHEREAS, The Implementing Agency, being actively involved in the activities for the development of traditional Industries and generating rural employment, possesses the requisite expertise to implement the said Scheme and desirous of undertaking the Scheme and accordingly approached IIE, under the said Scheme on the terms and condition hereinafter appearing.

AND WHEREAS, both the parties to this agreement after discussions have mutually agreed to enter into collaborative work arrangement for implementation of the scheme as per the terms and conditions herein after appearing.

Words and expressions used herein and not defined but defined Guidelines for SFURTI have the meanings respectively assigned to them in those Guidelines.

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Devanand Prasadashi

NOW THIS AGREEMENT WITNESSETH:

1. Terms and Conditions:

The assignment shall include and comprise the following:

- (a) **SWADHIN** shall work as the **Implementing Agency** for the **INDIAN INSTITUTE OF ENTREPRENEURSHIP (IIE) , FASHION ASSESORIES CLUSTER**
- (b) The **Implementing Agency** shall, during the implementation of the said cluster programme, be provided from time to time equipments/machines/tools/work shed/working capital and other infrastructure facilities to be used as a common facility to the beneficiaries in the cluster based on Action Plan. The **Implementing Agency** shall take proper care and account of these assets and keep them in the trust till the completion of the said programme and thereafter, as required.
- (c) The assets provided at the **Common Facility Centre** as aforesaid shall always be made available for inspection by any officials of the Government of India, Ministry of MSME/its authorized agents or agencies and IIE.
- (d) The Operation and maintenance of the assets will be made in accordance to 'Para 11' of Revamped SFURTI guidelines titled 'Operation and Maintenance of assets'.
- (e) The **Implementing Agency** shall keep identification marks on the body of the assets and appropriate name boards for the said programme.
- (f) The **Implementing Agency** shall keep separate records for the said programme.
- (g) The **Implementing Agency** shall send monthly reports and returns regularly regarding progress of the said programme to the IIE.
- (h) The **Implementing Agency** may levy service charges for utilization of **Common Facility Center's** assets at the rates fixed in consultation with IIE.
- (i) **Implementing Agency** shall form **Cluster Advisory Group**, preferably headed by the District Magistrate and with representatives from PRIs, traditional industry enterprises, support service institutions, banks, etc. with the objective of fostering increased level of involvement of various cluster stakeholders and strengthening the implementation of the project.

Devanand Prasad

- (j) The Cluster Development Executive (CDE) appointed by the Implementing Agency shall be responsible for the implementation of the project as per the approved DPR, preparation and implementation of the Annual Action Plan of the cluster, promoting linkages with professional institutions as well as local institutions including PRIs, sourcing of raw materials, tying up of credit linkage, marketing of finished goods, collection of user fees for the use of common facilities, operation and maintenance of CFCs etc.
- (k) Implementing agencies shall be provided with the Technical Support by the Technical Agencies expert in cluster development methodology.
- (l) The Implementing Agency shall ensure to implicate the cluster development methodologies/strategies formulated/prescribed by the IIE/Technical Agencies from time to time or as finalized mutually and formulate the SPV/cluster level stakeholders wherever applicable towards the productive prospects, benefits and life of the cluster.
- (m) The duration of the programme shall be for a period of 3 years (from Financial year 2018-19, 2019-20 and 2020 –2021).
- (n) That Implementing Agency shall jointly and severally be liable to IIE for performance of the work including performance of services and its obligations including that of its associates, contractors/sub-contractors under the agreement.
- (o) That the Implementing Agency shall agree and acknowledge that the time of completion of the project, as set forth in this agreement, is the essence of the contract and the Implementing Agency shall accordingly undertake the performance of work hereunder with the objective of achieving the project implementation and completion within the prescribed time schedule.
- (p) The Implementing Agency shall abide by the contents of the IIE issued by the Government of India, Ministry of MSME and the Amendments, if any made from time to time. The said O.M. shall also form part of this agreement.

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Devanand Rajendrasingh

2. Financial Assistance:

- (a) The Financial assistance will be provided in accordance with 'Para 6' of Revamped SFURTI Guidelines and based on sanction of the scheme by SSC.
- (b) The specific form of assistance as per the approved final action plan shall be communicated during the period of the programme from time to time to the Implementing Agency.
- (c) The amount sanctioned shall be released in suitable manner in the instalments as per the approved action plan and as decided by IIE.
- (d) The Implementing Agency shall maintain separate accounts for the amount received from the IIE and shall allow the auditors, CAG and representatives of the IIE/Ministry of MSME /A.G.to inspect and audit such accounts at any time.
- (e) The Implementing Agency shall maintain separate records for recording the details of the assets acquired out of the said Programme, both movable and immovable, as per GFR norms, and shall send periodic report of the same to IIE. All the assets acquired out of the said Programme are the property of IIE; and the Implementing Agency shall not create any charge or encumbrance over the same and shall use the same only for the purpose for which it has been acquired.
- (f) The Implementing Agency shall furnish the utilization certificate within three months from the receipt of grant in the form of kind and audited statement of accounts pertaining to the grant received from IIE at the end of financial year.

3. Release of Fund:

- (a) That the fund/grant will be released for each cluster and will be restricted to the sanction made by the Govt. of India from time to time.
- (b) A contribution as decided by Scheme Steering Committee SFURTI need to be deposited by the Implementing Agency in the ESCROW Account.
- (c) For the purchase of machinery and tools, the Implementing Agency have to pay 50% advance of the actual cost of machinery/equipments at the time of placing the order to the authorized supplier of machinery/equipments and the remaining 50% will be paid from ESCROW Account after receiving confirmation intimation of the machineries from the authorized supplier at the destination.

- (d) In case of Common Facility Centre (CFC) the payment order to follow will be in the form of 40% during the initialisation of work, next 40% after submission of UC and verification of utilization for the previous 40% and final 20% after submission of completion report by TA, IA & Architect.

4. Funding Pattern under Revamped SFURTI:

Sl.No	Project Intervention	Scheme Funding	Financial Limit		IA Share
A	Cluster Intervention				
A1	Soft Interventions including skill trainings, capacity building, design development	100%	Subject to maximum 33% of A (Total cost of cluster interventions both hard and soft interventions) or Rs.25 lakhs, whichever is less	Maximum Rs.8crores per project (A+B+C)	Nil
A2	Hard Interventions including CFCs, RMBs, training centres etc.	90%			10%
B	Cost of TA	100%	8% of Hard Intervention		Nil
C	Cost of IA/SPV including CDE	100%	Maximum Rs.20lakhs per project		Nil

5. Utilisation of funds:

- It is expressly agreed that the outlay sanctioned hereunder shall be utilized only for the purpose of the assignment and the funds shall not be diverted for any other industry, purpose, assignment or use.
- Implementing Agency shall channelize the funds in a separate bank account (ESCROW) specifically earmarked for the assignment.
- In the event of any mutualisation of funds (like diversion for any other purpose for which it is granted, misappropriation etc.), the Implementing Agency shall be bound to refund the entire amount released to it by the IIE along with interest and penal interest at the rates as per GFR or project sanction order. That apart, IIE will be at liberty to proceed against the IA in the event of any act omission or commission for which the IA is liable under the law of the land.

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Devanand Rijndashi

- (d) The funds earmarked for the cost of Implementing Agency shall be utilized for the development of cluster.

6. Monitoring mechanism:

- (a) Implementing Agency shall and the Cluster Development Agent shall work in co-ordination with the IIE and also the Cluster Advisory Group.
- (b) The IIE & Technical Agency shall depute its representatives or officials to assess the progress of the programme from time to time.
- (c) The Technical Agencies will also monitor the activities of the allotted clusters and submit Monitoring Report to IIE.
- (d) In the event of unsatisfactory progress of the programme, the IIE shall have the right to discontinue the programme. There upon the IIE shall be at liberty to entrust the said activity to any other person or agency to conduct and carry the same afresh or to continue the same further from where the activity was discontinued and for this purpose IIE shall be at liberty to utilize all data, reports and technique collected and developed by the Implementing agency on the termination of the activity as aforesaid.
- (e) That in case of abandonment or earlier termination of the project/ work without its completion, the total advance paid to the Implementing agency but unutilized shall be returned by the Implementing Agency with interest (at the rates prevailing in the Nationalised Banks) to IIE.

7. Progress Report:

The Implementing Agency shall give IIE Quarterly, Monthly and Annual Progress Reports on all ongoing programme. This report shall cover (i) work done for the previous year (ii) future activities and strategies (iii) details of financial expenditure incurred during the year under broad heads along with the supporting documents. The Progress Reports should be countersigned by Cluster Development Executive and vetted by respective Technical Agency.

8. End of programme report and certificates:

At the end of the programme the Implementing Agency shall send (i) comprehensive report of the programme, outlining its achievements (ii) utilization certificate with relevant statements and enclosures for audit purposes, including a detailed statement of assets created and any other form of documents as required as per scheme Guidelines.

9. Completion of the Project:

The project shall be deemed to have been successfully completed on submission of the final report by Implementing Agency and its acceptance by the Scheme Steering Committee. Every record should be kept regularly and periodically since it is subjected to audit by the Comptroller and Auditor General of India (CAG).

10. Handing over assets at the end of programme period:

At the end of the programme, Implementing Agency shall prepare a comprehensive list of assets (movable and immovable) purchased/ created and ensure that they are handed over to IIE, if so directed. Assets may also be handed over during period of programme depending upon the nature of the assets. Relevant copy of purchase or other documents, if any, should be handed over by Implementing Agency to IIE at the time of transfer, if so directed.

11. Rectification of defaults:

If in the opinion of IIE there is a major breach by Implementing Agency of the terms and conditions herein contained or for any reason Implementing Agency is not in a position to continue the assignment, IIE shall have a right to bring to the notice of Implementing Agency the breach or the fact of its inability to successfully continue the assignment and upon the failure of Implementing Agency to rectify the breach or successfully continue the assignment within 45 days thereof, this agreement shall be terminated by IIE whereupon Implementing Agency shall be removed from the assignment forthwith and shall refund the entire amount released by the IIE.

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12. No Liability to IIE:

There shall be no principle and agent relationship between IIE and Implementing Agency. The IIE shall not be held liable for acts of omission or commissions of Implementing Agency resulting in claims and damages from third party against IIE.

The Implementing Agency, at all times indemnify the IIE against any claims in respect of any damages of compensation payable in consequences of any accident or injury sustained by its (Implementing Agency) employees of the sub-contractors or by any other third party resulting from or by any transportation/ conveyance or act or omissions conducted by or on behalf of the Implementing Agency. Similarly, the Implementing Agency, shall at all times indemnify IIE against all claims/ damages, etc. for any Intellectual Property Rights (IPRs), while providing its services under the project.

13. Amendment to Agreement:

The Implementing Agency and IIE may make amendment to this Agreement, as per requirements, by mutual consent, in writing.

14. Notification of change:

The Implementing Agency shall notify the IIE of any material change in their status, shareholding or that of any guarantor of the Implementing Agency, in particular, where such change would impact on performance of obligations of Implementing Agency under this agreement.

15. Force Majeure:

Neither party shall be held responsible for non-fulfilment of their respective obligations under this agreement due to exigency of one or more force majeure events like floods, fire, etc., provided on the occurrence of assertion of many events the affected shall give one month notice within occurrence of such event.




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16. Resolution of dispute /Interpretation:

In case of any dispute between the Implementing Agency and IIE, the same shall be settled mutually, and if any difference in opinion arises, the same shall be referred for arbitration to the Secretary, Ministry of MSME, Govt. of India, whose decision shall be final and binding on both the parties.

In witness whereof the parties to this Agreement have hereunto signed their respective names and affixed their respective seals the date and the year first herein above written.


20/01/19

Signed, Sealed and delivered by
Indian Institute of Entrepreneurship
(Dr. Abhijit Sharma)
इंडियन इंस्टीट्यूट ऑफ एंटरप्रेनियरशिप
गुवाहाटी / Guwahati-29
Director, IIE

For and on behalf of the 1st Party, in presence
of Witness

1.

2.



Signed, Sealed and delivered by

For and on behalf of the 2nd Party, in
presence of Witness

1.

2.





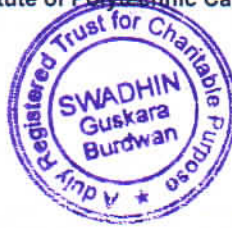
SWADHIN

Society for welfare & development of human initiatives
(A duly Registered Trust for Charitable Purpose)

Office :: Santiniketan Institute of Polytechnic Campus, Bolpur, Dist.-Birbhum, PIN-731204, W.B.

Ref. No. SWA/0371/2019-20

Date 19/09/2019



Authorization

I, Malay Pit, the acting President of SWADHIN do hereby authorize **Devanand Priyadarshi**, to sign MoU and agreement between Implementing agency and Nodal agency(IIE Guwahati) for Fashion Accessories Cluster under SFURTI Scheme.

Malay Pit

**President
SWADHIN**

A Duly Registered Trust for Charitable Purpose

Authorised Signatory

Malay Pit

President

SWADHIN

Accepted

Devanand Priyadarshi