पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL AS 623013

MEMORAMDUM OF UNDERSTANDING

Between

Botanical Survey of India

AND

Green For Life Foundation

This MOU is made on the 30th day of July 2024 between the Botanical Survey of India (Hereinafter called BSI). The apex taxonomic research Organization under Ministry of Environment, Forest & Climate, having its registered office at AJC Bose Indian Botanic Garden, Shibpur, Howrah – 711103 (Herein after called AJCBIBG) **represented by Director, BSI** which term shall mean and include its successors, administrators, executors and assignees, **hereinafter called the party of the FIRST PART.**

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19 JUL 2024

Director, B.S.I. Salt Lak
Kolkata 700064.

AND Green For Life Foundation registered as a Trust, under income Tax Act bearing number DIT (E)/8E/119/2012-13/T-94/1927-29 in Kolkata having its registered office at 89D Shakespeare Sarani Road, Kolkata 700 017, India hereinafter referred to as GFLF, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the ONE PART; **hereinafter called the party of the SECOND PART.**

WHEREAS, BSI has agreed to appoint GFLF for plantation of a Miyawaki Forest at AJCBIBG, Kolkata duly approved by Competent Authority, hereinafter referred to as the Project and whereas GFLF has agreed to undertake and complete the works accordingly on the terms and conditions set forth.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE TWO PARTIES HERETO AS UNDER:

A. The Second Party undertakes to execute the plantation of a Miyawaki Forest on **1.4 acre** of vacant land allocated by the First Party at AJCBIBG, Shibpur, Howrah located at **Division 18**.

B. **THE FIRST PARTY HEREBY AGREES:**

1. That any kind of work undertaken by the Second Party should be done only with prior permission in writing from Director, BSI or the Competent Authority.

2. That the Second Party shall plant Native Saplings as per Miyawaki Plantation Method with the permission of the First Party.

3. That the Second Party shall commence the Project only after the First Party provides a land allocation letter to the Second Party for

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planting saplings at the designated location as approved by the First Party.

4. That the Second Party shall put up 2 (two) numbers branding boards, size of 6'ftx4'ft at the plantation site.

5. That the Second Party will store raw, materials, tools, accessories and saplings only at the locations approved by the First Party.

6. That the First party will allow the second party to draw water from the existing water bodies.

7. That the Second Party will provide a site plan for planting saplings which will be approved by the First Party

8. That the First Party will collaborate with the Second Party by providing it with a Sapling Species List (Endemic) and also approving the Final Sapling Species List.

9. That the First Party will allow / permit the Second Party to operate machinery, tools and accessories for the land cleaning, deweeding, digging, mixing, filling and dressing for the plantation pit and any other necessary work.

C. THE SECOND PARTY HEREBY AGREES:

10. That the Second Party shall be responsible for the completion of the project within the period of 3 years and for any extension period of the project, prior permission should be taken from the Director, BSI or the Competent Authority.

11. That by entering into this MOU, BSI is and shall be under no financial obligation to the Second Party whose activities will be carried out solely with the financial support of its funding partner.

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Further, by entering into this MOU, the Second Party does not acquire any right or lien upon IBG land or properties.

12. That the Second Party shall be solely responsible for any monetary matters, sponsorship, manpower, wages and infrastructure relating to the executing of the project. The Competent Authority or Director, BSI is not liable in this regard. All expenses shall be borne and paid by the Second Party.

13. That the entry will be regulated from two gates, namely Howrah Gate and Bicentenary Gate from 7:30 AM to 5:30 PM during March - September and from 8:00 AM to 5:00 PM during October – February. For any kind of special entry, permission in writing must be obtained from the Director, BSI or the Competent Authority.

14. That the Second Party will ensure uninterrupted service by its personnel. All the staff of The Second Party will strictly abide by the laws and standing rules and regulations/laws and bye-laws of the Garden or as may be amended from time to time.

15. That the Second Party shall take all possible care to ensure the safety of its staff during the entire project.

16. That the Second Party will carry out the said project with the financial support of its funding partner for which it will have its own separate MOU with its funding partner, and IBG has no role in the MOU between the Second Party and its funding partner.

17. That the Second Party will bear all expenses relating to the project undertaken and the persons deployed by them.

18. That the Second Party will be fully responsible for any accident/untoward incident caused to any person during the work undertaken by the person deployed by it and there will be no liability on the part of BSI in this regard in any way whatsoever.

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19. That the Second Party will not assign this contract /MOU either in part or in whole by any means whatsoever to any other party or person.

20. That the MOU will be valid only for the proposed period of three years from the date, and the MOU validity is subject to satisfactory operation (certified by the Director, BSI) as per the agreed terms and conditions.

21. That this MOU is liable to be cancelled at any time within the period of tenure, by giving a notice period of one month, if the Second Party fails to abide by the agreed terms and conditions or is involved in any activity detrimental to the ecology, environment, development and security of the garden, or by performing unsatisfactory works. The decision of the Director, Botanical Survey of India shall be final in this regard and binding upon the Second Party.

22. That any kind of water treatment or cleaning must be executed according to the rules and regulations, laws and bye-laws of Government of India, Ministry of Environment, Forest & Climate Change, Central Pollution Control Board, State Government, Director, BSI or the Competent Authority and any other concerned authority.

23. That the Second Party will not cause any disturbance to the habitat, flora and fauna of the aquatic and terrestrial eco-system during the execution of the project.

24. That the Second Party will at all times adhere to Wild Life (Protection) Act, Biological Diversity Act, Forest Act, and any other

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relevant Acts, Rules and Regulations, Laws, Bye-laws of the Government of India and Government of West Bengal. All the activities performed under this MOU will also be governed by the extant environmental laws of the NBA.

25. The Second Party will comply with all and every requirement of various statutory authorities for rendering services and executing the project

26. That the establishment of the Second Party will be separate from the establishment of the Acharya Jagadish Chandra Bose Indian Botanic Garden for all purposes and in all respects, and in no case there shall be any kind of liability to the Second Party which will be borne or shared by the AJCBIBG Authority. No unionization or association formation by the employees of the Second Party nor any of their grievances/claims shall be entertained by the AJCBIBG Authority (the Party of the First Part). The Second Party will be fully responsible and liable for tackling any such activities/problems

27. That Space for temporary stay may be provided to the staff of the Second Party up to a maximum of 6 persons as required by them upon prior permission from Director, BSI. The period of stay should be as per prior permission granted by Director, BSI and should not exceed beyond the tenure of the project. The names of the staff/employees with Aadhar Card will be provided by the Second Party to the First Party.

28. That no permanent accommodation will be provided to any staff of the Second Party for staying in the AJCBIBG campus. All employees deployed by the Second Party must leave the garden after scheduled working hours except when permission has been given for temporary stay by Director, BSI or competent Authority

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29. That the Second Party will vacate the possession forthwith after completion of the contract period or cancellation of the contract due to gross violation of the term or for any other reason. In case it is not vacated by the Second Party after completion of the contract/permission period or cancellation of the MOU, the BSI authority will be vested with the power and shall have the right to take vacant possession of the Second Party or its employees.

30. That the labourers/employee of the Second Party in no way will have any claim for regularization in AJCBIBG/BSI.

31. That In respect of all persons engaged for rendering the services directly or indirectly by the Second Party for the concerned work, the Second Party will be considered as principal employer as per Contract Labour Regulation Act. It shall pay not less than minimum wages as notified from time to time and shall abide by all and every kind of legislation that is incidental to and concerned with such deployment of persons for the time being for carrying out and rendering such services. It shall observe duly at all times the provision of the Employment of Children Act and any other enactment made in this regard.

32. That the qualification of the staff or labourers deployed by the Second Party should be maintained as per Government regulations of the land, and any kind of scientific and civil work must be done with qualified experts in consultation of the Director, BSI or the Competent Authority

33. That all persons deployed or engaged by the Second Party in any manner shall abide by the security arrangements of AJCBIBG, and shall be liable for scrutiny, physically or otherwise, by the security

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men of the AJCBIBG Authority. Its staff should strictly observe the rules and regulations, laws and bye laws of the garden and as will be amended time to time.

34. That the Second Party should submit a declaration to the effect that none of the partners, are related to any staff member of AJCBIBG/BSI.

35. That the Second Party must provide its office address along with contact details.

36. That the competent authority (BSI) reserves the right to ask for replacement of any employee/staff deployed by the Second Party in public interest or if found detrimental to safety, security and environment of AJCBIBG/BSI which the Second Party will comply with forthwith

37. That the Second Party shall submit a consolidated quarterly progress report of its project including each and every detail of the project to Director, BSI or the Competent Authority

38. That the Second Party shall liable to pay compensation for any damage to the AJCBIBG properties caused by the Second Party or its staff. The Authority of AJCBIBG shall determine the extent of such compensation and such decision shall be final and binding on them.

39. That if the Authority finds any violation of the terms and conditions mentioned in the MOU or rules and regulations, laws and bye laws of the Government of India and Director, BSI or the Competent Authority. AJCBIBG, the Director, BSI or the Competent Authority reserves the right to terminate the MOU at any stage without assigning any reason, by giving a notice period of one month

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Validity of the MOU

This MOU is valid for 3 (three) years from the date of acceptance. It will expire 3 (three) years after its acceptance by both the parties, unless renewed by both the parties.

Arbitration

1. In the event of any dispute that may arise in connection with this MOU, the same shall be mutually settled by the Director, Botanical Survey of India, Kolkata and the Trustees of GFLF.

2. In case of any unresolved dispute, controversy or claim arising out of or relating to this MOU including any question regarding its existence, interpretation, validity, breach or termination or the business relationship created by it will be referred to and finally resolved by the Arbitrator appointed in the manner provided in the Arbitration and Conciliation Act, 1996 (as Conciliation (Amendment) Act, 2015 and 2019). Arbitration and Conciliation (Amendment) Act 2015 and 2019). The place of Arbitration will be Kolkata.

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IN WITNESS WHEREOF the parties hereto have signed this MOU on the date first mentioned hereinabove.

Green for Life Foundation
Raja Xavier
(Trustee)

30/07/2024

Dr. A.A. Mao
Director,
Botanical Survey of India, Kolkata

निदेशक/Director
भारतीय वनस्पति सर्वेक्षण
Botanical Survey of India
भारत सरकार/Govt. of India
CGO Complex, Salt Lake City
कोलकाता/Kolkata-700064

SIGNED SEALED AND DEILVERED
BY THE FIRST PARTY
AT KOLKATA

In the presence of :

Mr. Raja Xavier
Founder Trustee
Green For Life Foundation, Kolkata

SIGNED SEALED AND DEILVERED
BY THE SECOND PARTY
AT KOLKATA

In the presence of:

Witness :

30/07/24

Dr. Devendra Singh
Scientist E & HoO
AJCB IBG, Howrah

Witness :

30/7/24

Mr. Curtis Arathoon
Trustee
Green For Life Foundation, Kolkata