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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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MEMORANDUM OF UNDERSTANDING BETWEEN  
NORTH BENGAL DEVELOPMENT DEPARTMENT  
AND  
DHUPGURI SUKANTA MAHAVIDYALAYA  
FOR  
DEVELOPMENT OF GRID CONNECTED ROOF-TOP SOLAR  
PHOTOVOLTAIC POWER PLANTS

This Memorandum of Understanding (hereinafter called as 'MOU') is entered into on this day ..... of 2020.

**BETWEEN**

North Bengal Development Department having its head office at Branch Secretariat, Uttarkanya, Fulbari, Jalpaiguri-734015, hereinafter referred to as the NBDD, which expression shall, unless the context otherwise specifies or requires, mean and include its successors and permitted assigns), of the **First Party**.

**AND**

**DHUPGURI SUKANTA MAHAVIDYALAYA** having its registered office at Village-Sukanta Nagar, P.O.- Dhupguri, Dist-Jalpaiguri, West Bengal, Pin-735210, which expression shall, unless the context otherwise specifies or requires, mean and include its successors and permitted assigns) of the **Second Party**.

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14/07/2021

क्रमांक नं.	आवक
कार्यालय टीका	वृत्त
नाम	
पता	

*[Handwritten Signature]*

प्रमुख निदेश  
 पोस्टांक: ४२१०३, धुपगुवा  
 A O B R २०२१

Principle Sukanta Mahavidyalaya  
 Dhupguri

Dhupguri Sukanta Mahavidyalaya & North Bengal Development Department are hereinafter referred to individually as "Party" or collectively as "Parties").

#### **Whereas**

NBDD and its activities NBDD, Government of West Bengal having the mandate to implement and promote roof top solar plant which includes development of Grid connected solar power project. The parties thus agree to collaborate for roof top solar PV power projects and for this purpose agree to enter into an MOU.

#### **Now therefore the MOU witness as follows:**

##### **1. Introduction:**

India represents a fast growing economy and has ever increasing demand of energy. Recognising need to develop additional energy supply options, the Government has laid strong emphasis on renewable energy. Solar energy is regarded as one of the fastest growing clean technologies in recent years. The Government of India has launched Jawaharlal Nehru National Solar Mission (JNNSM) which now has a target of 100,000 MW of grid solar power by 2022, out of which grid connected rooftop Solar PV systems is considered as very potent area and has a target of 40,000 MW.

North Bengal Development Department in Principal has decided to take up the rooftop solar power plant, in most of the educational institute of North Bengal to ease out the burden of expenditure on electrical consumption and also to generate awareness about the non-conventional energy to the general public at large and the students in particular.

You are aware that State Government has launched a new program "Alo Shree" with the objective to install Grid Connected Solar Photovoltaic (GRTSPV) System in all Government Buildings and Buildings of local bodies.

To achieve energy security it is envisaged to develop solar rooftop projects on large scale by utilizing vacant roofs of buildings and adjoining lands of the campus etc.,

Dhupguri Sukanta Mahavidyalaya desires to implement grid connected rooftop solar PV projects on the roofs of its buildings; Solar PV system as a part of its Renewable Energy Initiatives.

NBDD desires for setting up such solar PV systems and supply solar power through competitive bidding process.

##### **2. SCOPE & INTENT:**

- I. The parties are therefore willing to enter into MOU for collaborating and jointly undertaking the identification, technical evaluation and development of potential sites for execution of Solar Power Projects.

- II. NBDD having expertise in the field of Solar Power Projects shall through an agency (ies) selected through a competitive bidding process will provide the services at Dhupguri Sukanta Mahavidyalaya.
- III. The commercial mechanism, pricing and other applicable terms shall be on the basis of mutual agreement on case to case basis.

**3. Concerned College Responsibilities :** Shall be responsible for carrying out following activities:

- I. Shall indentify the buildings/locations suitable for development of solar projects and provide basis information regarding energy consumption, tariff, consumer number, connected load and design drawing documents of the sites for proper design of the solar projects.
- II. Shall direct all its Offices to make available the roof of the buildings on right – to use basis to the and / or its authorized representatives for the predefined period.
- III. Shall direct all its Offices to provide unhindered access to the building, roof and interconnection points to its authorized representatives for the predefined period of AGREEMENT.
- IV. Will direct all its Offices to take necessary permission for trimming of trees etc., If necessary during the duration of AGREEMENT.

**4. NBDD's Responsibilities :** NBDD shall be responsible for carrying out following activities:

- I. NBDD will undertake all the activities pertaining to communication with the concerned Departments for available solar potential locations, conducting the actual site survey and technical evaluation, finalization of feasibility report for each individual building, discussion and approval for the estimated and preparing the final complete site assessment report, submission of project proposals.
- II. NBDD will undertake all the activities pertaining to bidding process including finalization of biding document, planning, selection of vendors for design, manufacture, supply, installation, testing, commissioning, operation and maintenance (for 5 years) on grid connected rooftop solar power plants through its competitive bidding process. NBDD will be responsible for supervising of quality control during the entire process, supervision during O&M period, dispute resolution and contract management.

- III. Based on the mutually agreed terms and conditions of AGREEMENT, or its authorized agency (ies) will provide solar energy to the identified locations of University depending on the solar resource in the specified area.
- IV. NBDD and / or its associates will also coordinate with local WBSEDCL in association with for net metering of generated solar power as per the prevailing regulation of the concerned States.
- V. Maintain the installation for five years after after completion of work.

**5. Procedures for Amendment, Cancellation and Non-exclusively:**

- I. The Memorandum may be amended at any time during its term and shall not be amended except in writing.
- II. Pursuant to this MOU, separate agreements will be negotiated and entered into between the Parties that identify specific proposals for implementation while taking into consideration the overall objective of NBDD/College.
- III. This Memorandum embodies the entire understanding of the parties as to its subject matter.
- IV. Either of the parties can, at any time during the validity period of the Memorandum, rescind/ cancel the same after giving a month's notice in writing.
- V. This Memorandum does not grant any exclusive right to any of the two Parties in the areas of cooperation that they mutually agree to and shall not create any legal binding obligations upon either Party.

**6. Dispute Resolution :**

In case of any dispute or difference arising between the parties arising out or in relation to this Memorandum, the parties shall promptly and in good faith refer the same to the senior officials with a view to its amicable resolution and settlement. In case the parties are not able to resolve the dispute within 30 days of its being raised, the same shall be referred to arbitration.

**7. Confidentiality :**

1. The Parties agree, to extent of their respective obligations to do so, to exchange such technical, business and commercial information, and data as is reasonably required of each Party for the purpose of negotiating, finalizing and entering into Power Purchase Agreement (s) and to perform its responsibilities under this MOU.

2. All information and documents exchanged under this MOU shall be confidential.
3. Neither of the parties shall, during this MOU for a period of five (5) years or cancellation, disclose to any third party, any information of the other party declared to be confidential or recognizable as such, without the prior written consent of the other party; however such consent shall not be unreasonably withheld.

**8. Term & Termination:**

This Memorandum will remain in force for a period of five years from the date of its execution from the date of sign. The Memorandum can be extended for such periods or further periods by the mutual consent of the Parties. All such extensions shall be in writing.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first above mentioned.

Dhupguri Sukanta Mahavidyalaya	North Bengal Development Department
Address : Village – Sukanta Nagar, P.O. Dhupguri, Dist.- Jalpaiguri, West Bengal, Pin- 735210	Address: Branch Secretariat, Uttarkanya, Fulbari, Jalpaiguri – 734015
Authorized Representative of University/ ✓ College/Institute	Authorized Representative of the NBDD



*AM*  
14/7/21  
Principal  
Sukanta Mahavidyalaya  
Dhupguri, Jalpaiguri