

*Agreement under UIDSSMT between Gol & SLNA of State
Govt of _____*

THIS AGREEMENT is made on this _____ between the Government of India, through the Ministry of Urban Development of Part-I

AND

The State Government of _____ and Urban Finance and Infrastructure Development Corporation Limited (SLNA), of Part-II.

WHEREAS Part-II seeks financial assistance from Part-I under the Urban Infrastructure Development Scheme for Small & Medium Towns (UIDSSMT) for Urban Local Bodies in its jurisdiction.

WHEREAS Part-II has agreed to abide by the UIDSSMT guidelines for the purpose of said assistance;

AND WHEREAS Part-II has entered into Memorandum of Agreements with Urban Local Bodies (ULBs) seeking assistance under UIDSSMT to implement the reforms as per UIDSSMT guidelines and as per the timelines indicated in details in Annexure-A (State Level Mandatory Reforms), B (ULB Level Mandatory Reforms) and C (State/ULB Level Optional Reforms) respectively which shall constitute subsidiary Agreements under this main Agreement;

AND WHEREAS Part-I has considered the documents mentioned in Annexure-A, B and C and found them consistent with the goals and objectives of UIDSSMT;

AND WHEREAS Part-I agrees to release the first installment of admissible grants approved by State Level Sanctioning Committee (SLSC) constituted under UIDSSMT during the financial year 2005-06 to ULBs through State Level Nodal Agency (SLNA), under Urban Infrastructure Development Scheme for Small & Medium Towns (UIDSSMT) in accordance with the terms and conditions specified here-in-after in this agreement;

NOW THE PARTIES WITNESSED as follows:

1. That the Part-I shall release the first installment of grant to ULBs through State Level Nodal Agency (SLNA) under UIDSSMT, being 50% of the total central assistance admissible for the projects sanctioned under UIDSSMT by State Level Sanctioning Committee (SLSC) during the financial year 2005-06 upon signing of this Memorandum of Agreement (MoA) and submission of the above mentioned documents which are annexed with the agreement as Annexure A, B and C.
2. Any further central assistance under Urban Infrastructure Development Scheme for Small & Medium Towns (UIDSSMT) shall be considered only if the timelines indicated in detail in Annexure A, B and C to this MoA to implement the reform agenda as per the guidelines of UIDSSMT are adhered to and utilization certificates (UCs) for previous releases of grant under UIDSSMT are furnished by SLNA to Part-I.
3. That the Part-I or any agency nominated by it, may undertake site visits to ascertain the progress of the ongoing projects and also the reforms agenda through designated representatives periodically.

4. The ULBs shall submit a Quarterly Report through SLNA of the spending of the grant, corresponding matching state and ULB/Parastatal share to the Part-I. In case ULBs fail to submit such a report, further installment of grant may be withheld until such submission;
5. The ULBs shall submit audited accounts in respect of each project funded under UIDSSMT within six months of close of financial year;
6. In the event of requirement of additional funds due to unforeseen circumstances or cost over-run, Part-II will ensure that these projects are completed within stipulated period without raising any additional demand for funding to Part-I;
7. Part-II shall institute mechanisms to ensure timely completion of Projects undertaken under UIDSSMT;
8. Part-II shall submit a half yearly report of the progress in respect of the implementation of the reform agenda as per the guidelines of UIDSSMT and as per the timeline indicated in detail in Annexure A, B and C respectively.
9. That Part-II and ULBs shall submit a complete report regarding the outcome of the UIDSSMT on the completion of the project;
10. That the Parties to the agreement further covenant that in case of a dispute between the parties the matter will be resolved through mutual discussion.
11. That in case there is any delay in the implementation of the reforms agenda or submission of any periodic reports, etc.,

by Part-II and/or by the ULBs, due to the circumstances beyond the control of Part-II and /or ULBs, i.e. Force Majeure or any other reason, the decision on the matter of extension of time for the implementation of the goals and objectives of the Urban Infrastructure Development Scheme for Small & Medium Towns (UIDSSMT) shall be at the discretion of Part-I.

- 12. That in case of any breach regarding the terms and conditions of the UIDSSMT, Part-I shall be entitled to withhold subsequent installments of the grant.

IN WITNESS HEREOF all the Parties have put their hands on these presents of Memorandum of Agreement in the presence of witnesses.

SIGNATORIES :

- 1. For Government of India through the Ministry of Urban Development (Part-I)

- 1. Secretary to Government of.....Department of Urban Development.

- 2.Urban Finance and Infrastructure Development Corporation Limited (Part-II)

WITNESS :

- 1. _____

- 2. _____

(2) Agreement under UIDSSMT between SLNA & ULB

THIS SUBSIDIARY AGREEMENT is made between(Name) The State Level Nodal Agency of Government of.....; as Part I

AND

.....(Name) Municipal Council, through its authorized person, as Part II

WHEREAS, the Part I has been appointed as State Level Nodal Agency (SLNA) vide Government oforder No.....dated..... as per the Guidelines for Urban Infrastructure Development Scheme for Small and Medium Towns (UIDSSMT);

AND WHEREAS Part II seeks financial assistance under the UIDSSMT;

AND WHEREAS Part II have undertaken to implement the reform agenda as per the guidelines of UIDSSMT as per the timelines indicated in detail in Annexure-A;

AND WHEREAS Part II has undertaken to raise funds in respect of its share as per the guidelines of UIDSSMT vide Annexure- B detailing the source of funds and confirmation of date by which funds would be made available with Part II;

AND WHEREAS Part I has entered into a Memorandum of Agreement with Ministry of Urban Development on dated..... as per the guidelines of UIDSSMT.

AND WHEREAS and per the said Memorandum of Agreement, Part I shall enter into Subsidiary Agreement with Urban Local Bodies (ULBs) for providing assistance as per the guidelines of UIDSSMT;

AND WHEREAS the Part I has considered the documents mentioned in Annexure-A and Annexure-B and found them consistent with the goals and objectives of UIDSSMT;

AND WHEREAS Part I agrees to provide financial assistance to Part II under the guidelines of UIDSSMT and in accordance with the terms and conditions specified here-in-after in this agreement.

NOW THE PARTIES WITNESSED as follows:

1. That the Part I shall release the financial assistance to Part II as per the provisions indicated in the guidelines of UIDSSMT;
2. Any assistance under UIDSSMT shall be considered by Part I only if the timelines indicated in detail in Annexure A to this Subsidiary Agreement to implement the reform agenda as per the guidelines of UIDSSMT are adhered to and utilization certificates (UCs) for previous releases of financial assistance under UIDSSMT are furnished to Part I by Part II;
3. That the Part II shall follow all rules, guidelines and notifications made by Part I and State Level Sanctioning Committee in regard to grant of financial assistance in accordance with the guidelines of UIDSSMT from time to time;
4. That the Part II shall open a separate bank account for each project in a commercial bank for receipt and expenditure of all money to be received by Part II including its matching share for the project;
5. That the Part I or an agency nominated by it, may undertake site visits to ascertain the progress of the ongoing projects and also the reforms agenda through designated representatives periodically;
6. That the Part II shall submit a Quarterly Progress Report to Part I of the spending of the financial assistance comprising of Central and State grants and corresponding matching share by Part II along with the physical progress of the Project. In case Part II fails to submit such a report further

installment of financial assistance may be withheld until such submission.

7. That the Part II shall submit a half-yearly report of the progress in respect of the implementation of the reform agenda as per the guidelines of UIDSSMT and as per the timeline indicated in detail in Annexure -A.
8. That the Part II shall submit audited accounts in respect of each project funded under UIDSSMT within six months of close of financial year to Part -I;
9. In the event of requirement of additional funds due to unforeseen circumstances or cost overrun, Part II shall ensure that the projects are completed within the stipulated period without raising any additional demand for funding to Part I;
10. That Part II shall submit a complete report regarding the outcome of the UIDSSMT on the completion of the project;
11. That the parties to the agreement further covenant that in case of a dispute between the parties the matter will be resolved through mutual discussion.
12. That in case there is any delay in the implementation of the reforms agenda or submission of any periodic reports, etc. by the Part II, due to the circumstances beyond the control of Part II i.e. Force Majeure or any other reason, the decision on the matter of extension of time for the implementation of the goals and objectives of the UIDSSMT shall be at the discretion of Part I.
13. That in case of any breach regarding the terms and conditions indicated in this Subsidiary Agreement, rules, guidelines and notifications made by Part I and State Level Sanctioning Committee in regard to grant of financial assistance under UIDSSMT and the terms and conditions of UIDSSMT, the Part I shall be entitled to withhold subsequent installments of the financial assistance.

IN WITNESS HEREOF all the parties have put their hands on these presents of Memorandum of Agreement in the presence of witnesses.

SIGNATORIES:

1.(Name)On behalf of State Level Nodal Agency, Government of(Part -I)

2.(Name) On behalf of Municipal Council (Part -II)

WITNESS:

1.

2.