



उत्तर प्रदेश UTTAR PRADESH

ED 253594

MEMORANDUM OF UNDERSTANDING

In reference to Registrar letter No. C.S.J.M.U./Engg(Civil)/1859/2019 dated 30.03.2019 for carrying over the work. THIS Memorandum of Understanding is made at Kanpur on this30.....day of March.....2019 between the CSJM University, Kanpur Uttar Pradesh through F.O. CSJM University, Kanpur (hereinafter called "University/Employer". Which expression shall unless repugnant to the context thereof include its succession in office of the one part and **Project Manager, U.P. Rajkiya Nirman Nigam Ltd., Unit-4, Kanpur** hereinafter called "**The Construction Agency**". Which expression shall unless repugnant to the context thereof include its successor and assigns of the other part.

Whereas at the proposal of the University, the construction Agency has agreed to construct of **Construction of Anaerobic Digestion of Biodegradable Solid Wastes at CSJMU Campus, Kanpur** (here-in-after called the "Project"). The Estimated cost of this work Rs. 15.95 Lacs.

Now this Memorandum of Understanding executed between the parties hereto within as follows:-

1. It is understood that the ceiling cost of the Project shall be decided as per the existing "Schedule of Rates" of Lok Nirman Vibhag of Uttar Pradesh Government subject to its revision from time to time (here in after called "the Plinth Area Rates"/Current Schedule of Rates)

2. It is understood that Construction Agency shall start actual construction work only after the University will
- (i) Communicated in writing to Construction Agency its Administrative and Financial sanction of the Preliminary Estimate based on the Plinth Area Rates/are Current Schedule of Rates
 - (ii) Delivered clear possession of the land for the project and
 - (iii) Within "THIRTY" (30) days of issue of letter of intent by the University along with sufficient advance being not less than 50% of the Estimated cost. The construction Agency shall start the construction work within 15 days with effect from the last date of the above 15 days as above.
3. The Construction Agency shall build and completely finish the work within 3 month or within 01 month (depend upon the nature/cost of work e.g. small/big) from the date of receipt of 95% amount of the estimated cost as advance subject to cash flow as per clause-3 above. Thus scheme of cash flow will be time.
1. Advance before start the work 95%.
 2. After handing over 5% will be released.
4. **Centage Charges :**
- It is understood that the construction work will be taken up by Construction Agency as deposit work on the basis of actual cost of labours, Materials, Equipment and all other inputs as defined in **Annexure-I**, which will form part of this Memorandum of Understanding. The 12.5% of (Actual cost minus 5%) will be charged as "Centage Charges" in accordance with Uttar Pradesh Government Order No-786CE/23-Sa.NI.VI.-169CB/75, dt. Feb. 19, 1976 as amended by Government Order No.A-2-87/x-97-17(4)/75 dated 27.2.97, copies of which are enclosed hereto as **Annexure-II**, which will form part of the Memorandum of Understanding.
5. **Project Cost:**
- (a) It is understood that the Actual Cost will be worked out in the manner specified as per Annexure-I, hereto, but the total extent of actual cost shall not exceed the Sanction Estimate/Revised Estimated cost as per work actually executed and calculated, on the Plinth Area Rates/Schedule of Rates, duly updated, If the actual cost exceeds the Revised Estimated Cost calculated, as above, the excess shall be borne from the overheads of the construction agency if the Final Actual Cost is less than the Revised Estimated Cost, only the final Actual Cost will be charged.
 - (b) The Schedule of Rates be applicable only the actual specifications of each type of the construction work strictly conform to P.W.D. specifications on which such

plinth area rates/Current Schedule of Rates are based. In case of any deviation in specifications which can only be admissible with prior written approval of the University. Extra expenditure based on such extra item shall be provided in Preliminary Estimate. If any extra expenditure is done to deviation in specification with such approval, such expenditure shall bear by University after its Approval Sanction of Revised Estimate etc.

6.

Time of Completion:

- (a) It is understood that the Construction Agency shall take up the work in accordance with the priorities indicated in writing by the University and its completion will be governed by a joint pert showing the activities of the University and the construction Agency, which will be updated with the consent of both parties from time to time.
- (b) The Construction Agency shall build and completely finish the project within Appropriate Time from the date of receipt of 95% amount of the estimated cost as advance subject to cash flow as per clause-3 above, unless prevented by the labour strikes, Fire-accident, Earth Quake, Mob-Violence, attack from the air or any other major disturbances (force measure) or any other reasons beyond the control of the Construction Agency. In the case of any such event, the construction Agency will obtain written permission from the University for Extension of time and completely finish the project within extended time. If the University agree to Continue to the above said project. In case of above said conditions which is bind with Act of God or calamity (Daiviya Apda).

For The Calculation a assumption of damages which is due to above mentioned causes should be decided by committee founded by V.C. of University including a member of construction agency i.e. UPRNN. On the basis of findings of committee the decision shall be taken to Continue or Discontinue the project. The cost of damages will be reimbursed from the estimated/sanctioned cost of project. The Remaining Amount should be surrendered to V.C. of University or the same will be submerged in the cost for new construction of the same project provided to the construction agency UPRNN, by the university.

- (c) As per directions in Minutes of Building Committee Report held on dated 14.06.2018, where the 95%(Ninety Five Percent) amount of the approved project cost is made available to the construction agency, the construction agency will be under obligation to complete Construction of Anaerobic Digestion of Biodegradable Sold

Wastes at CSJMU Campus, Kanpur Appropriate Time from the date of receipt of such amount as clause-3.

7.

Insurance:

In case, the University desires, the Construction Agency shall make; insurance of property against damages, accidents, fire, riots or any act of "God" and the charges incurred for this purpose will be included in the 'Actual' Cost of the 'Project'.

8.

Accounts:

The periodical Accounts of the Construction Agency are being audited by the statutory auditors (Chartered Accountants). The Construction Agency shall submit to the University such periodical audited accounts of the Units, relation to the work as and when audited in the format enclosed hereto as Annexure-III. The final accounts shall be submitted in format enclosed hereto as Annexure-IV. The University shall also have to access to the books of accounts of the Construction Agency, in case, if the University deems it necessary.

9.

Inspection of work and Quality Control:-

It is understood that the University or any person authorized by him may inspect the construction work at any time and from time to time to satisfy itself that the construction work is being done by the construction Agency as per drawing and specification as provided in the Preliminary Estimate. If any defects or variation made without the written request of the University are found during the inspection, they will have to be rectified by the construction Agency at its own cost on written notice by the University within 30 (thirty) days from its receipt.

10.

Defects Liability Period:

The defect liability period shall be, (i) Six months from the date of handing over of the construction work to the University, or (ii) One monsoon season away, whichever is later. The construction Agency shall get the defects rectified at its own cost within 30 days of receipt of written notice from the University. Annual Maintenance work required during defects liability period shall not be covered under the head defects from the purpose of this clause.

11.

Handing over the Works:


The work shall be handed over to the authorized person of the University after due completion of work in view of sanctioned estimate/provisions/drawings shall be rectified by Construction Agency at its own cost within 30 days of the receipt of return notice from the University. The Construction Agency will also give to the University detailed estimate/drawings and service drawings at the time of handing over.

12. **Compensation for Damages:**


It is understood that the Construction Agency shall remain liable to and shall indemnify the University, in respect of losses, damages, or compensation arising out of any accident of injury, sustained by the University or by any workman in the employment of the Construction Agency while in or upon the said work or the same arising out of any act of default or negligence, error in judgment on the part of Construction Agency, its employees or agents, subject to the determination of the compensation or damages by the competent authority as defined in the relevant laws.

13. Court of Jurisdictions will be Distt. Court Kanpur Nagar.

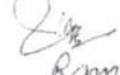
**For and on behalf of
The SECOND PARTY**



**Project Manager,
U.P. Rajkiya Nirman Nigam,
Unit-4, Kanpur**

**For and on behalf of
The FIRST PARTY**

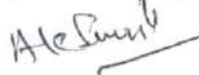

**Finance Officer,
CSJMU, Kanpur**

In the presence of witness

1- 
Ram Nath
AAO

2- 
Joonker Kumar
Sub-Comptroller

In the presence of witness

1- 
Ateesh

2-