



उत्तर प्रदेश UTTAR PRADESH

FS 068841

MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding is made at Kanpur on the 20.8.2021 between CSJM University, Kanpur through its Finance Officer (hereinafter called "The University" which expression shall unless repugnant "UTTAR PRADESH RAJKIYA NIRMAN NIGAM LTD." (hereinafter called the UPRNN which expression shall unless repugnant to the context thereof include its assigns) for the renovation of Type-5/1, Controller of Examination Residence at CSJM University Premises for which work order has been issued by the Registrar CSJMU/state/store/855A/2021 dated 13/07/2021 the estimated cost of the project is Rs. 09.11 Lacs.

Now, this memorandum of understanding executed between the parties hereto witness as follows:-

1. It is understood that UPRNN shall start actual construction work (as deposit work) only after 'The University' has communicated in writing to UPRNN its Administrative and financial Sanction.

*[Handwritten signatures and initials]*

*[Handwritten signature]*  
**Project Manager  
U.P.R.N.N. Ltd.  
Suda Unit- 1, Kanpur**

2. The Construction Agency shall maintenance and completely finish the work **within 01 month** of 95% amount of the estimated cost as advance subject to cash flow as per clause-3 below. Thus scheme of cash flow will be time.

1. Advance before start the work 95%.
2. After handing over 5% will be released.

3. **Centage Charges:**

The Centage charges shall be paid in accordance with the relevant Government orders of UP Govt. at the time of the sanction of the work. The Centage shall be paid on the amount which arrives at after deducting 5% from the total cost or as per the UP Govt. Orders.

4. **Project Cost:**

(a) It is understood that the project Cost shall be within limits of the cost of the detail estimate. Therefore complete work will be executed with the ceiling cost of Rs. 09.11 Lacs and no cost escalation will be applicable of any kind except Taxes if change. The total extent of actual cost shall not exceed the Detail Estimated cost/as per work actually executed and calculated as per the Detail Estimate. If the actual cost exceeds the Detail Estimated Cost as calculated above the excess shall be borne from the Overheads of the UPRNN. If the final Actual cost is less than the Revised Estimated Cost, only the Final Actual Cost will be charged.

(b) The Architectural Fee will be paid by University, if applicable. Therefore, Architectural Fee will be deducted from centage charges and effective centage charge will be ~~11.00%~~ 12.50%. *ad*

5. **Time Completion:**

(a) It is understood that the UPRNN shall take up the work in accordance with the priorities indicated in writing by client and its completion will be governed by a joint pert showing the activities of the client and the UPRNN which will be updated according to the constraints of either party from time to time.

(b) The UPRNN shall build and completely finish the Project within 01 month unless prevented by any Labour Strikes, Fire accident, Earth Quake, Mob-violence attack, from the air or any other major disturbances due to change in drawings or any other reasons beyond the control of the UPRNN will obtain written permission from the client for extension of time and completely finish the project within extended time. If there is a delay in the completion of the project beyond stipulated time given in this MOU that resultant cost escalation shall not be paid by client and the excess cost shall be borne by the UPRNN.

*Handwritten signatures and initials*

*Handwritten signature*  
**Project Manager  
U.P.R.N.N. Ltd.  
Suda Unit- 1, Kanpur**

**6. Accounts:**

The UPRNN shall submit to the client such periodical audited accounts of the Unit, relating to the work as and when audited but not later than the handing over of the building. On completion of the building the final accounts shall be submitted by UPRNN. The client shall also have an access to the books of accounts of UPRNN, in case, the client deems it necessary. All payment of the 'first party' as become payable according to the terms and condition of this agreement will be made only at Kanpur, after deduction of income tax as per provision of, I.T. Act, 1961 as amended from time to time. In regard to deduction to be made for G.S.T. the order of UP Govt. as applicable from time to time shall be followed.

**7. Inspection of work & Quality Control:**

It is understood that the University or any person/committee authorized by it will inspect the 'construction work' at any time and from time to time of satisfy itself/himself that the building are being constructed by the UPRNN as per drawings & specifications as provided in the Detailed Estimate. If any defects or variation made without the written request of the client are found during the inspection, they will have to be rectified by the UPRNN at its own cost on written notice by the client within thirty (30) days from its receipt. Release of fund will be done as per the recommendation of inspection committee.


8. UPRNN have to submit work progress for completion of work and report and milestones set must be complied by UPRNN, failing which, liquidity damage will be posted Rs. 5000.00 per month maximum to 5% if UPRNN covers the progress in the next milestone the amount deducted can be released. The University will release the fund on demand as per the milestone set.

**9. Compensation for Damages:**

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

**10. Settlement of Disputes:**

It is understood that any disputes or differences arising out of this Memorandum of Understanding, shall be settled in accordance with the provision of Govt. order No. 156/Chawalise-2/156/91-92, dated 5<sup>th</sup> February, 1992 ( a copy of which is annexed here to).

  
**Project Manager  
U.P.R.N.N. Ltd.  
Suda Unit- 1, Kanpur**

**11. Inspection by University Officials:**

The concern officials of the CSJM University, Kanpur or otherwise authorized shall be entitled to inspect the construction work or may cause to be inspected the construction work at any time and after inspection or otherwise they shall be entitled to issue directions as may be deemed fit.

**12. Technical Sanction:**

Technical Sanction & Bar Chart of the Work is annexed herewith and shall be treated as part of this agreement.

**13. Defect Liability Period:**

Construction work, when completed shall have a defect liability period of 06 months. If any defect comes into light during the above period because of bad workmanship/low grade material/structural deficiencies or for any other reason etc., that will be rectified by UPRNN on their cost. If UPRNN fails to do that, the client (Institute) shall get the defect rectified through other construction agency at the cost of UPRNN and the resultant expenditure shall be charged upon UPRNN.

In witness whereof the parties hereto have set their hands through their authorized representatives on this deed & affixed their seals on date, month and year first above written.

14. Court jurisdiction will be district court kanpur nagar.

For and on behalf of  
CSJM University,  
Kanpur.

  
Finance Officer  
Kanpur

In Presence of witness

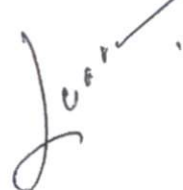
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For and on behalf of  
Uttar Pradesh Rajkiya Nirman Nigam  
Lucknow.

  
Unit Incharge  
**Project Manager**  
**U.P.R.N.N. Ltd.**  
**Suda Unit- 1, Kanpur**

In Presence of witness

1. 

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