



उत्तर प्रदेश UTTAR PRADESH

FW 767306

**MEMORANDUM OF UNDERSTANDING**

This memorandum of Understanding is made at Kanpur on the 19.9.2022 between CSJM University, Kanpur through its Finance Officer (hereinafter called "The University" which expression shall unless repugnant) and "UTTAR PRADESH RAJYA NIRMAN SAHKARI SANGH Ltd. (UPRNSS)" (hereinafter called the UPRNSS which expression shall unless repugnant to the context thereof include its assigns) for the Renovation of Fountains at CSJM University Premises for which work order has been issued by the Registrar CSJMU/Estate/Store/1394/2022 dated 14/09/2022. The estimated cost of the project is Rs. 175.54 Lacs.

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

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

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2. The Working organization/Construction Agency shall completely finish the awarded work **within 06 months** of 80% 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 50%.
  2. After utilizing first instalment 45%.
  3. 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. 175.54 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 UPRNSS. 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 12.50%.

5. **Time Completion:**

- (a) It is understood that the UPRNSS 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 UPRNSS which will be updated according to the constraints of either party from time to time.
- (b) The UPRNSS shall build and completely finish the Project within 06 months 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 UPRNSS 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 UPRNSS.
- (c) UPRNSS Shall get technical sanction prior to second instalment of payment further after completion of work the UPRNSS will provide the standard measurement book(s) along with all drawing.
- (d) The fund allotted/Advance given by the University will be kept in a saving bank account/Flexi account so that higher rate of interest to be earned after the completion of work before handover the amount of interest should be the returned to the university.

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**6. Accounts:**

The UPRNSS 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 UPRNSS. The client shall also have an access to the books of accounts of UPRNSS, 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 is being constructed by the UPRNSS 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 UPRNSS 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. UPRNSS have to submit work progress for completion of work and report and milestones set must be complied by UPRNSS, failing which, liquidity damage will be posted Rs. 5000.00 per month maximum to 5% if UPRNSS 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 UPRNSS 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 UPRNSS 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 UPRNSS 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 dispute or differences arising out of this Memorandum of Understanding shall be settled in accordance with the provision of Govt. order no. 156/Chawalis-2/156/91-92 Dated 5th February 1992.

**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.

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**13. Defect Liability Period:**

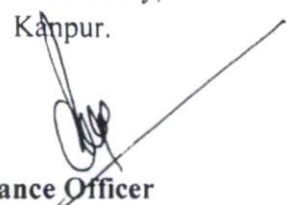
Construction/Renovation work, when completed shall have a defect liability period of six months of the date of handover the building. If any defect comes in to light during the above period because of bad workmanship/low grade material/structural deficiencies or for any other reason etc. that will be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

**14. 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 of upon the said work or the same arising out of any act, 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.

15. 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 Rajya Nirman Sahkari Sangh Ltd.  
Kanpur.

**Unit Incharge**  
Kanpur

  
Executive Engineer  
U.P.R.N.S.S.  
Maintenance Division  
Lucknow

In Presence of witness

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