



उत्तर प्रदेश UTTAR PRADESH

FW 096131

MEMORANDUM OF UNDERSTANDING

In reference to Registrar Letter No. C.S.J.M.U./State/Store/1061/2021 dated 16.12.2021 for carrying over the work. THIS Memorandum of Understanding is made at Kanpur on this 05th day of Jan 2022 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 Unit Incharge, U.P. Rajkiya Nirman Nigam Ltd., Suda Unit-1, 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 **Renovation of Institute of Biosciences and Biotechnology Building at CSJMU Campus, Kanpur** (here-in-after called the "Project"). The Estimated cost of this work Rs. 250.31 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)

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2. It is understood that Construction Agency shall start actual construction/Renovation 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 40% 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 completely finish the work within 04 months from the date of start. Cash flow will be as below subject to physical progress:
1. Advance before start the work 50%.
 2. After utilizing first instalment 40%.
 3. After handing over 10% 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.

- (c) UPRNN Shall get technical sanction prior to second installment of payment further after completion of work the UPRNN will provide the standard measurement book(s) along with all drawing.

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, where the 90%(Ninety Percent) amount of the approved project cost is made available to the construction agency, the construction agency will be under obligation to complete **Renovation of**



**Institute of Biosciences and Biotechnology Building at CSJMU Campus,
Kanpur** Appropriate Time from the date of receipt of such amount.

- (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.

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. **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.

10. **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.

11. UPRNN have to submitted work progress or completion of work and report & milestones set must be complied by UPRNN. Failing which liquidity damage will be posed Rs.10000.00 per week maximum to 5% if UPRNN covers the progress in the next milestone the amount detected can be released. The University will release the fund on demand as per the milestone set.









12. **Defects Liability Period:**

Construction 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 UPRNN on their cost. If UPRNN fails to do that the client(Institute) shall get defect rectified through other construction agency at cost of UPRNN and the resultant expenditure shall be charged upon UPRNN.

13. **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.

14. **Compensation for Damages:**

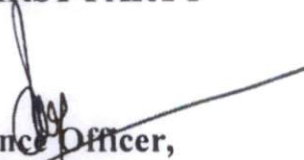
It is understood that the Construction Agency shall remain liable to and shall indemnify the University, in respect of losses, damages, or compensation arising out of any accident of injury, sustained by the University or by any workman in the employment of the Construction Agency while in of upon the 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 of Jurisdictions will be Distt. court Kanpur Nagar.

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


**Unit Incharge,
U.P. Rajkiya Nirman Nigam Ltd,
Suda Unit-1, Kanpur**

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


**Finance Officer,
CSJMU, Kanpur**

In the presence of witness

1- 

2- 

In the presence of witness

1- 

2- 