



उत्तर प्रदेश UTTAR PRADESH

DW 948781

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding is made at AGRA on Dated 12th January 2018 between Finance Officer Dr. B.R.A. University, Agra (Hereafter called "The Client", Which expression shall unless repugnant to the context thereof include its successor-in-office and assigns) of one part and "Project Manager, Unit-35 C. & D.S., U.P.Jal Nigam Agra ." (Hereinafter called the C. & D.S., U.P. JAL NIGAM which expression shall unless repugnant to the context thereof include its successor assigns) of the other part .

Whereas at the proposal of the "Client" the C. & D.S. U.P. JAL NIGAM is executing "Construction of Academic & International Guest House (Sanskriti Bhawan) at Lalit kala Sansthan, Civil Lines, Campus, Dr. B.R. Ambedkar University, Agra" amounting to Rs. 4085.00 Lakh including amount Rs. 400 Lakh under Programme RUSA (Here in after called the "Project")

Now this Memorandum of understanding executed between the parties herein witnesses 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, Agra of Uttar Pradesh Government, D.S.R. and market rate (as per quotation) subject to its revision from Time to Time (here-in-after called "Schedule of Rates").
2. It is understood that the C. & D.S., U.P. JAL NIGAM shall start actual construction work only after the client has (1). Communicating in writing to C. & D.S., U.P. JAL NIGAM its administrative and financial sanction of the estimate based on the schedule of rates . (2). Delivered clear possession of the land for the project (3). After the Issue of letter of intent by the client deposited with C. & D.S., U.P. JAL NIGAM sufficient advance being not less than 40% of the Estimated cost and (4) It has been become mandatory by U.P. Govt. to execute work by tendering only in transparent manner. Hence, the C. & D.S., U.P. JAL NIGAM shall start the construction work within 15 days or date of acceptance of tender whichever is later.

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3. It is mutually that the funds shall be made available to the construction agency in four installments of 40%, 30%, 22% & 08% respectively . Next installment shall be available to construction agency immediately after utilization of 75% of previous installment except the last installment of 08% shall be released only after completion of 92% of work & utilization of 92% Funds. But before the handing over of the said building to client deptt. It has to be specifically mentioned that since C.& D.S., U.P.Jal Nigam is a notified govt. of U.P. 'A' class construction agency and it has no allotment of funds from the govt. of U.P. So for finishing work of building has to be completed through this last 8% installment .

4. **Centage Charges :-**

It is understood than the construction work will be taken up by C.& D.S.,U.P.JAL NIGAM as deposit work on the basis of actual cost of labours, Materials, Equipments and all, other inputs as defined in Annexure-I, which will from the part of this Memorandum understanding . The 12.50% of (Actual cost minus 5%) will be charged as "Centage Charges" in accordance with Uttar Pradesh Government Order No. A-2-87/Ten-97-17(4)/75 Dated 27-02-1997 , a copy of which is enclosed here as to Annexure-II, which will from a part of the Memorandum of Understanding .

5. Labour cess @ 1% on the actual cost of work or revised time to time by Commissioner Labour Welfare deptt. will be admissible .
G.S.T. @ 12% will be charged or as admissible .

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 Revised estimate cost as per work actually executed and calculated on the schedule of Rates , duly updated . If the actual cost exceeds in Revised Estimate cost calculated, as above, the excess shall be borne by the client deptt. If the Final actual cost is less than the revised estimate cost, only the final actual cost will be charged .
- (b) The schedule of Rates applicable only when the actual specifications of each type of the building strictly confirm to specifications, on which such schedule of rates are based, In case of any deviation in specifications extra provision based on such extra item, shall be provided in Estimate and shall be governed by Detail Schedule of Rates/CPWD rates of similar item or Market rates if any rates is not available .

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6. Time of Completion

(a) It is understood that the C.& D.S.,U.P.JAL NIGAM shall take up the work accordance with the priorities included in writing by the client and its completion will be governed by a joint Bar-chart showing the activities of the client Finance Officer Dr. B.R.A. University, Agra and the C.& D.S.,U.P.JAL NIGAM, which will be updated according to the constraints of either party from time to time.

(b) The C.& D.S.,U.P.JAL NIGAM shall build and completely finish the Project within 24 months from the date of receipt of 40% amount of the estimated cost provided that in cash flow as per clause-3 above unless prevented by any labour strikes, fire accidents, earth quake, mob-violence attack from the air or any other Major disturbance (Force Major) or any other reasons beyond the control of the C.& D.S.,U.P.JAL NIGAM. In the case of any such event the C.& D.S.,U.P.JAL NIGAM will obtain written permission from the client for extension of time and completely finish the project within extended time

The C.& D.S.,U.P.JAL NIGAM shall also be entitled to get compensation for losses/extra expenditure if, any incurred due to the damages on account of (caused mentioned above) if such cause (s) were not beyond the control of the client. The decision of Director of C.& D.S.,U.P.JAL NIGAM as to the whether the causes were not beyond the control of the client & as to the amount of compensation for losses/extra expenditure shall be binding on the client.

Insurance :-

In case, the client desires, the C.& D.S.,U.P.JAL NIGAM, 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.

Accounts :-

The periodical accounts of the C.& D.S.,U.P.JAL NIGAM, are being audited by the statutory auditors (Chartered Accountants) the C.& D.S.,U.P.JAL NIGAM shall submit to the client such periodical audited accounts of the units, relating to the work as and when audited.

The final account shall be submitted by C.& D.S., U.P.Jal Nigam to client on prescribed format. In case if client deems it necessary.

Inspection of work & Quality control :-

It is understood that the client or any person or any team authorized by him may inspect the construction work at any time and from time to time to satisfy himself that the building are being constructed by the C.& D.S.,U.P.JAL NIGAM as per drawings & specifications as provided in the 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 C.& D.S.,U.P.JAL NIGAM at its own cost on written notice by the client within 30 (thirty) days from receipt.

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Liquidated damaged for delay :-

- (1) If client does not provide the funds timely as clause-3 and bidder goes to arbitration and if any penalty imposed on C.& D.S., U.P.Jal Nigam then it will be bear by client itself.
- (2) If funds and clear site will be provided by the client timely and work is delay by C.& D.S., U.P.Jal Nigam penalty imposed on rest amount of work at 0.5% for first three months and 1% after that.

Compensation for Damages :-

It is understood that the C.& D.S.,U.P.JAL NIGAM 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 C.& D.S.,U.P.JAL NIGAM while in or upon the said works or the same arising out of any act, default or negligence, error in judgment on the part of C.& D.S.,U.P.JAL NIGAM, its employees or agents, object to the determination of the compensation or damages by the competent authority as defined in the relevant laws .

Statement of Disputes :-

It is understood that in case on any dispute on differences arising out of this memorandum of understanding the decision of District Magistrate, District Agra shall be final and binding to all .

IN WITNESS WHEREOF Parties here to have set their hands through their authorized representatives on this deed affixed their seals on date month and year first above written .

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Name, Designation & Seal
For and on behalf of Client

[Signature]
Name, Designation & Seal
For and on behalf of C.& D.S.
Project Manager
Unit-35 C. & D. S.U.P.
Jal Nigam, AGRA

In the presence of witness

In the presence of witness

22.1.18
University Engineer
Dr. B. R. Ambedkar University
1. (Name, Address & Signature)

[Signature]
1. (Name, Address & Signature)
C. & D. S. Unit-35
U.P. Jal Nigam,
AGRA

[Signature]
2. (Name, Address & Signature)

[Signature]
2. (Name, Address & Signature)

[Signature]
Resident Engineer
Unit-35 C. & D. S
U.P. Jal Nigam
AGRA