


उत्तर प्रदेश UTTAR PRADESH

FF 365698

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of understanding (MOU) is made at Agra on ..... day of ..... between the Dr. Bhimrao Ambedkar University through its Finance Officer (hereinafter referred to as "the Client" which expression shall unless repugnant to the context thereof include its successor in office) of the one part and U.P. Projects Corporation Ltd, Gomti Barrage, left bank, Gomti Nagar, Lucknow – 226010 through its Project Manager Uttar Pradesh Projects corporation limited unit-32, Aligarh, (hereinafter called Construction Agency "U.P.P.C.L." ) which expression shall unless repugnant to the context include its successor of the other part.

WHEREAS at the proposal of the Client, the Construction Agency U.P.P.C.L. has agreed to execute the work of " Proposed Strengthening & Upgradation For Central Library Building at Paliwal Park Campus of Dr. B. R. Ambedkar University, Agra at a cost of Rs.490.27 Lacs, Hereinafter referred to as Works, sanctioned vide letter No.Engg-899 dated 31-5-18 of office of Registrar, Dr. B.R. Ambedkar University, Agra.

  
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Now this Memorandum Of Understanding executed between the parties hereto witnesses as follows :

1. It is understood that the ceiling cost of the project shall be decided on primary estimate prepared as per the Detailed Estimate Based on existing UP PWD Schedule of Rates, DSR & Market rates subject to its revision from time to time ( here-in after called The PAR ).

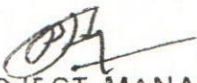
It is understood that U.P.P.C.L. shall start actual construction work only after the "Client" has (1) Communicated in writing to U.P.P.C.L. its Administrative and Financial sanction of the preliminary estimates based on the PAR (2) Delivered clear possession of the Land for the project and (3) within 'THIRTY' (30) days of the issue of letter of intent by the Client, deposited with U.P.P.C.L. sufficient advance, not less than 40% of the Estimated cost. U.P.P.C.L. shall start the construction work within 30 days from the date given in sub clause 1(1), 1(2) & 1(3) as above, whichever is later.

2. It is understood that at the time of allotment of work flow of 'Funds' shall be mutually decided in accordance with the expected/ desired progress of work (by the Client). The issue of 'Letter of Intent' by Client to U.P.P.C.L. will be deemed as the allotment of work to U.P.P.C.L..

3. It is mutually agreed that the funds shall be made available to the construction agency in four equal 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.

4. **Centage Charges :**

It is understood that the construction work will be taken up by U.P.P.C.L. as deposit work on the basis of actual cost of Labour, Materials, Equipments and all other inputs. The actual cost will be calculated on the basis of quantity

  
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actually executed and the rates of DPR at prevailing SOR of PWD/DSR/Market rates as per provision in Govt. orders for preparation of detailed estimate, subject to the ceiling of sanctioned amount and provision given in Letter of Intent of Client. The 12.50% of the actual cost will be charged as Centage charges in accordance with U.P. Govt. order No. A-2-23/Ten-2011-17(4)/75 dated 25.1.2011.

5. Project Cost :

- i. It is understood that the Project Cost will be the cost of detailed estimate prepared or worked out in the manner as detailed in previous paragraph on the basis of quantity actually executed and rates as per prevailing SOR of PWD/DSR/Market rates as per provision of G.O. of U.P. Govt. on the subject issued from time to time. The total project cost shall not exceed the Original sanctioned/Revised sanctioned cost of the project, if any.
- ii. The PAR shall be applicable only when the actual specifications of each type of the building strictly conform to specifications on which such PAR are based. In case of any deviation in specifications, extra provision based on such extra item, shall be provided in Preliminary Estimates.
- iii. Labour cess, VAT, GST & Other Taxes/Levies by the Central/State Government as applicable from time to time shall be borne by the client.

6. Time of Completion :


- a) It is understood that UPPCL shall take up the work in accordance with the priorities indicated in writing by the client and its completion will be governed by jointly agreed, Execution schedule, Mile stones of activities by Client and Project Manager of UPPCL, which will be updated according to the constraints of either part from time to time.



- b) UPPCL shall build and completely finish the Project within Thirty Months from the date of receipt of 40% amount of the estimated cost as advance subject to sufficient cash flow as per requirement of work from client, unless prevented by any strikes, fire accident, earthquake, mob violence, attack from the air or any other major disturbances (force majeure) or any other reasons beyond the control of UPPCL. In the case of any such event, UPPCL will obtain written permission from the client for extension of time to complete finish the project within extended time. UPPCL shall also be entitled to get compensation for Losses/Extra Expenditure, if any, incurred due to the damages on account of causes mentioned above, if such cause(s) were not beyond the control of the client. The decision of Managing Director of UPPCL 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
- c) The building dully constructed as per plans and specification etc. shall be handed over to first party for occupation within the stipulated period as mentioned above from the date of commencement of work as per Para a, b In case the work is not completed in time as stipulated without any valid reasons. The penalty of 0.5 % per month subject to a maximum of of 5% of the balance work cost will be imposed on the UPPCL and will be adjusted against the bills of the work. As regards, whether the reason for delay in valid or not, the decision of the client shall be final.

**7. Extension of Time :**

If there is any delay in completion of work as scheduled, UPPCL will apply for time extension with proper justification. The client will consider the

  
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application and will grant the time extension on merits within 15 days.

8. **Insurance :**

In case the Client desires, UPPCL shall make insurance of property against damages , accidents, fire, riots or any act of 'God'. The charges incurred for this purpose will be borne extra by the client and form part of cost of project.


9. **Accounts :**

The annual accounts of UPPCL will be audited by the Chartered Accountants. The final bill will be submitted by UPPCL within 30 days after completion of work.

10. **Inspection of Work and Quality Control :**

All the works shall be carried out strictly as per the PWD specifications of works or specifications provided by client in his sanction letter or as per relevant standards. In absence of any specifications for any work the same shall be got consulted form the client. Responsibility of quality control in all respect will be in the scope of UP Projects Corporation Limited. Cement, steel and other materials used in works shall be of standard make fulfilling ISI requirements.

It is understood that the Client or any person authorized by him may inspect the construction work at any time and from time to time to satisfy himself that the works are being constructed by UPPCL as per drawings and specifications as provided in the D.P.R. If any defects or variation made without the written request of the Client are found during the inspection, they will be rectified by UPPCL at its own cost on written notice by the Client within 30 (thirty) days from its receipt.

  
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**11. Defects Liability Period :**

The defect liability period shall be Six months from the date of handing over of the buildings to the Client. UPPCL will get the defects rectified at its own cost within 30 days of receipt of written notice form the Client. Annual Maintenance works required during defects liability period shall not be covered under the head defects for the purpose of this clause .

**12. Handing Over The Buildings :**

The building shall be handed over to the authorized person of the Client after due completion of the same as per sanctions and drawings. Any short comings in the completion of building in view of sanctioned estimate /provisions/ drawings shall be rectified by UPPCL at its own cost within 30 days of the receipt of written notice form the client.

**13. Compensation for Damages and penalty :**

It is understood that UPPCL 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 UPPCL while in or upon the said works or the same arising out of any act of default or negligence, error in judgment on the part of UPPCL, its employees or agents subject to the determination of the compensation or damages by the competent authority as defined in the relevant law.

**14. 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 Government Order No.-156/Chavalish-2-156/91-92 dated 05-02-1992 with amendment, if any.

IN WITNESS WHERE OF parties hereto set hands, through their authorized representatives on this deed and affix their seal on date, month and year first above written.

( ..... )  
Name, Designation & Seal  
For and on behalf of Client

( ..... )  
**PROJECT MANAGER**  
Name, Designation & Seal  
**U.P.P.C.L. UNIT-32**  
For & on behalf of UPPCL  
ALIGARH

In presence of witnesses

in presence of witnesses

(Name, Address & Signature)

( ..... )  
Name, Address & Signature  
**U.P.P.C.L. UNIT-32**  
**ALIGARH**