



क्र० सं०	कार्य का नाम	प्राक्कलन की धनराशि (लाख रू० में)
1.	पालीवाल पार्क परिसर वाउण्ड्रीवाल मरम्मत एवं पुताई कार्य।	11.47
2.	पालीवाल पार्क परिसर स्थित के०एम०आई०, आई०एस०एस० के बाहरी भाग की मरम्मत एवं पुताई कार्य।	9.70
3.	पालीवाल पार्क परिसर स्थित, मुख्य कार्यालय भवन परीक्षाभवन, गोपनीय विभाग एवं दीनदयाल संस्थान के बाहरी भाग की मरम्मत एवं पुताई कार्य।	9.87
4.	छलेसर परिसर स्थित फार्मसी लैब भवन की भीतरी एवं बाहरी भाग की मरम्मत एवं पुताई कार्य।	20.59
5.	छलेसर परिसर स्थित सरस्वती भवन की भीतरी एवं बाहरी, मरम्मत एवं पुताई कार्य।	24.55
6.	छलेसर परिसर स्थित सरस्वती भवन के 08 टायलेट रिनोवेशन कार्य।	20.60
7.	छलेसर परिसर मेनगेट के पास की बाउण्ड्रीवाल का निर्माण कार्य।	11.77
8.	छलेसर परिसर स्थित फार्मसी लैब ब्लॉक शौचालय रिनोवेशन कार्य।	14.36
9.	पालीवाल पार्क परिसर वी०सी० ऑफिस के पास पोस्ट ऑफिस के बगल में लोहे का गेट लगाना एवं खन्दारी परिसर स्थित गेस्ट हाउस, लॉवी के कुछ भाग में वालपेनलिंग का कार्य।	1.26
10.	गोपाल कुंज परिसर, न्यू०पी०-3, भीतर पुताई एवं -न्यू०पी०-4 टाइल फर्श का कार्य।	4.04

(Vide work order No. अमि० / 194 / 2023 (दिनांक 06.04.2023))

Amounting to Rs.128.21 Lac (Here in after called the "Project") Final cast of project finalise on tender rate. And G.S.T. 18% 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 subject to its revision from Time to time (here-in-after called "Schedule of Rates") and market rate.

2. It is understood that the CONSTRUCTION UNIT Uttar Pradesh Projects corporation limited unit-04, Agra shall start actual construction work only after the client has (1). Communicating in writing to Uttar Pradesh Projects corporation limited unit-04, Agra its administrative and financial sanction of the estimate based on the schedule of rates. (2). Delivered clear possession of the and for the project and (3). Within "THIRTY" (30) days the Issue of letter of .intent by the client. deposited with Uttar Pradesh Projects corporation limited unit-04, Agra sufficient advance being not less than 40% of the Estimated cost. The Uttar Pradesh Projects corporation limited unit-04, Agra shall start the construction work within 15 days.with effect from the last date of the above three days as above three days as above. निर्माण नियमावली की प्रक्रियाओं तकनीकी विशिष्टियों अनापत्तियों आदि की स्वीकृति के अधीन किया जायेगा।




कार्यदायी संस्था द्वारा डी0पी0आर0 का परीक्षण लोक निर्माण विभाग आगरा से कराया जायेगा। तथा कार्य का थर्डपार्टी निरीक्षण भी कराया जायेगा।

3. It is mutually that the funds shall be made available to the construction agency in two installments it 90% & 10% respectively. the last installment of 10% shall be released only after completion of work and handing over, the work. All required N.O.C. for-the work taken by the construction Agency.

4. **Centage Charges:-**

It is understood that the construction work will be taken up by Uttar Pradesh Projects corporation limited unit-04, Agra as deposit work on the basis of actual cost of labours, Materials, Equipments and all, other inputs as defined in Annexure-1, which will from the part of this memorandum \*understanding. The 12.50% of (Actual cost minus 5%) will be charge as "Centage Charges" in accordance with Uttar Pradesh Government Order No. A-2, 87/Ten-97:47(4)/75 Dated 20-02-1997,

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.

**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 and calculated on the 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 specification 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 ofvsimilaritem or Market rates' if any rates is not available.

(c) the actual cost/rates will not- be more than PWD/DSR rates applicable at that time.

**6. Time of Completion :-**

(a) It is understood that the Uttar Pradesh Projects corporation limited unit-04, Agra 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 Office Dr. B.R.A. University, Agra and the Uttar Pradesh Projects corporation limited unit-04, Agra, which will be updated according to the constraints of either party from time to time:

(b) Uttar Pradesh Projects corporation limited unit-04, Agra shall build and completely finish the Project within 06 months from the date of receipt of 40% amount of the estimated cost as advance 'subject in cash flow as per clause-3 above unless prevented by any labour strikes, fire accidents, earthquake, mob-violence attack from the air or any other Major disturbance (Force Major) or any other reasons beyond the control of the CONSTRUCTION UNIT Uttar Pradesh Projects corporation limited unit-04, Agra, In the case of any such event the CONSTRUCTION UNIT.

Uttar Pradesh Projects corporation limited unit-04, Agra will obtain written permission from the client for extension of time and completely finish the project within extended time. The Uttar Pradesh Projects corporation limited unit-04, Agra shall also be 'entitled to get compensation of losses/extra expenditure if, any incurred damages on account of (caused mentioned, above) If such case (s) were not beyond the control of the client. The decision of Director of Uttar Pradesh Projects corporation limited unit-04, Agra 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 Uttar Pradesh Projects corporation limited unit-04, Agra, 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 CONSTRUCTION UNIT Uttar Pradesh Projects corporation limited unit-04, Agra, are being audited by the statutory: auditors (Chartered Accountants) the Uttar Pradesh Projects corporation limited unit-04, Agra shall submit to the client such periodical audited accounts of the units, relating to the Work as and when audited.





The format enclosed hereto as enclosed hereto as Annexure III. The final account shall be submitted in format enclosed hereto as Annexure IV. The client shall also have an access to the books of accounts of Uttar Pradesh Projects corporation limited unit-04, Agra In case if the Client deems it necessary.

#### **Inspection of work & Quality control :-**

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 above mentioned work are being Layed by the Uttar Pradesh Projects corporation limited unit-04, Agra 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 Uttar Pradesh Projects corporation limited unit-04, Agra at its own cost on written notice by the client within 30 (thirty) days from receipt.

#### **Compensation for Damages :-**

It is understood that the Construction Unit Uttar Pradesh Projects corporation limited unit-04, Agra 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 Uttar Pradesh Projects corporation limited unit-04, Agra 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 Uttar Pradesh Projects corporation limited unit-04, Agra its employees or agents, object to the determination of the compensation or damages by the competent authority as defined in the relevant laws.

उपरोक्त कार्य निम्नलिखित शर्तों के अधीन किया जाना है।

1. उपरोक्तानुसार समस्त कार्यों की कार्यदायी संस्था द्वारा विभागीय नियमानुसार सक्षम स्तर से वित्तीय प्रशासनिक एवं तकनीकी स्वीकृति प्राप्त किया जायेगा।
2. स्वीकृति धनराशि का उपयोग उसी प्रयोजन के लिये किया जायेगा जिसके निमित्त स्वीकृत की गयी है तथा किसी अन्य प्रयोजन के लिए नहीं किया जायेगा एवं व्यय स्वीकृत धनराशि तक सीमित रखा जायेगा।
3. प्रस्तावित निर्माण, लागत आगणन में प्रस्तावित विशिष्टियों एवं कार्य प्राविधानों के अनुसार किया जायेगा। कार्यों के लागत आगणन में किसी भी प्रकार का कोई उल्लेखनीय परिवर्तन जैसे नये कार्य को सम्मिलित करना, कार्यों के आकार में वृद्धि एवं अन्य उच्च विशिष्टियों को इस्तेमाल करना इत्यादि सक्षम स्तर/विश्वविद्यालय का पूर्व अनुमोदन प्राप्त किये बिना नहीं किया जायेगा।

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4. समय-समय पर कार्यदायी संस्था द्वारा गुणवत्ता सुनिश्चित करने हेतु निरीक्षण/सत्यापन किया जायेगा।
5. प्रश्नगत कार्य के लिये नियमानुसार 01 प्रतिशत लेबर सेस की धनराशि इस शर्त के अधीन होगी कि उक्त धनराशि श्रम विभाग को भुगतान की जायेगी।
6. कार्य में प्रयोग की जाने वाली सामग्री/उपकरणों क्रय सुसंगत स्टोर नियमों तथा आदेशों के अन्तर्गत किया जायेगा।
7. कार्यदायी संस्था द्वारा नियमानुसार समस्त वैधानिक अनापत्तियां एवं पर्यावरणीय किल्यरेन्स सक्षम स्तर से प्राप्त करके ही निर्माण कार्य प्रारम्भ किया जायेगा।
8. प्रश्नगत परियोजना का निर्माण कार्य प्रारम्भ करने में पूर्व मानचित्रों को आवश्यकता अनुरूप कार्यदायी संस्था द्वारा स्थानीय प्राधिकरण/सक्षम लोकल अथॉर्टी से स्वीकृत कराया जायेगा।
9. कार्य का निर्माण समयबद्ध एवं गुणात्मक रूप से सुनिश्चित किया जायेगा तथा द्विरावृत्ति से बचने के लिये कार्य प्रारम्भ कराने से पूर्व कार्य के दौरान एवं कार्य समाप्ति पर फोटोग्राफी एवं आवश्यकतानुसार वीडियोग्राफी अवश्य कराई जाए। कार्य को निर्धारित विशिष्टियों तथा मानकों के अनुरूप गुणवत्ता नियंत्रण सुनिश्चित करते हुए समयबद्ध ढंग से पूरा किया जायेगा। कार्य की गुणवत्ता में कमी पाये जाने पर कार्यदायी संस्था उसके लिये उत्तरदायी होगी।
10. कार्य की विशिष्टियो, मानक व उच्च गुणवत्ता की जिम्मेदारी कार्यदायी संस्था की होगी तथा समय-समय पर सम्पादित कराये जा रहे निर्माण कार्यों की मानीटरिंग विश्वविद्यालय द्वारा सुनिश्चित किया जायेगा।
11. धनराशि का भुगतान विश्वविद्यालय द्वारा नियमानुसार किया जायेगा।
12. कार्यादेश प्राप्त होते ही कार्यदायी संस्था द्वारा विश्वविद्यालय के वित्त अधिकारी से अनुबन्ध कराकर उसकी एक प्रति विश्वविद्यालय अभियन्ता को उपलब्ध करायी जाये।
13. प्रश्नगत कार्य कार्यदायी संस्था द्वारा निर्धारित समय से पूर्ण किया जाना अनिवार्य होगा।



**Statement of Disputes:-**

It is understood that in case on any dispute on differences arising out of this memorandum of understanding the decision of V. C. Dr. B.R.A. University, Agra shall be final and binding to all.


It is further provided that if the work is delay by Construction Unit Uttar Pradesh Projects corporation limited unit-04, Agra The penalty will be decided by V.C. Dr. B.R.A. University, Agra 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

**In presence of witnesses**

1. (Name, Address & Signature)

2. (Name, Address & Signature)

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Name, Designation & Seal  
For & on behalf of UPPCL  
Project Manager  
U.P. Projects Corporation Ltd  
Agra  
**in presence of witnesses**

1. (Name, Address & Signature)

2. (Name, Address & Signature)

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Asstt. Project Manager  
U. P. Projects Corp. Ltd.  
AGRA

Accountant

U.P. Projects Corp. Ltd