

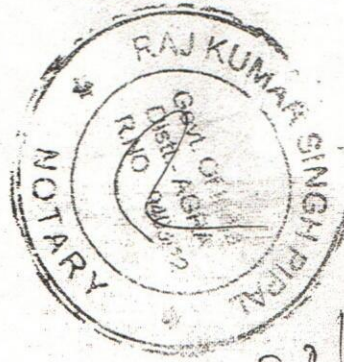
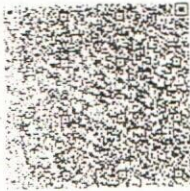
INDIA NON JUDICIAL

Government of Uttar Pradesh

ACC Name - Vishnu Agrawal
Stamp Vendor
Licence Number 35
E-Stamping Acc ID - UP1432490
Tehsil Sadar Distt. Agra

e-Stamp

Certificate No.	: IN-UP73171990834333V
Issue Date	: 29-Mar-2023 04:05 PM
Reference	: NEWIMPACC (SV)/ up14324904/ AGRA SADAR/ UP-AGR
Doc. Reference	: SUBIN-UPUP1432490440455519951357V
Issued by	: DISTRICT NOTARY ADVOCATE
Category of Document	: Article 42 Notarial Act
Property Description	: Not Applicable
Registration Price (Rs.)	:
Stamp Duty	: DISTRICT NOTARY ADVOCATE
Stamp Duty Paid By	: E NOTARY TICKET
Stamp Duty Amount (Rs.)	: DISTRICT NOTARY ADVOCATE
	: 10
	: (Ten only)



30/3/23

Please write or type below this line

E-NOTARIAL TICKET



INDIA NON JUDICIAL

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e-Stamp

Acc Name: ARVIND SINGH
Stamp Vender
Licence No. - 47
E-Stamping Acc ID-UP14440604
Tensil Sadar, Distt. Agra

Certificate No. : IN-UP73707133229760V

Certificate Issued Date : 30-Mar-2023 03:33 PM

Account Reference : NEWIMPACC (SV)/ up14440604/ AGRA SADAR/ UP-AGR

Unique Doc. Reference : SUBIN-UPUP1444060441523985530308V

Purchased by : DR B R AMBEDKAR UNIVERSITY AGRA

Description of Document : Article 5 Agreement or Memorandum of an agreement

Property Description : Not Applicable

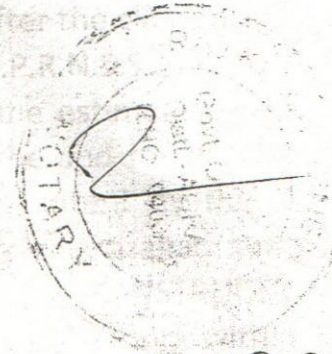
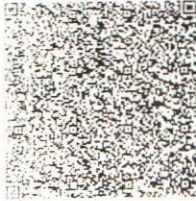
Consideration Price (Rs.) :

First Party : DR B R AMBEDKAR UNIVERSITY AGRA

Second Party : EXECUTIVE ENGINEER UPRNSS FIROZABAD

Stamp Duty Paid By : DR B R AMBEDKAR UNIVERSITY AGRA

Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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Handwritten date: 30/3/23

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding is made at AGRA on thismarch month 2023 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 assign of one part and "Executive Engineer, Construction Unit U.P.R.N.S.S. Prakhand Firozabad." (Here-inafter called the construction Unit U.P.R.N.S.S. Prakhand Firozabad 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 construction Unit U.P.R.N.S.S. Prakhand Firozabad is executing

1. खन्दारी परिसर वाउण्डीवाल पुताई एवं मरम्मत कार्य 13.91 लाख
2. खन्दारी परिसर स्थित बेसिक साइस संस्थान का बाहरी भाग एवं वाउण्डीवाल पुताई एवं मरम्मत कार्य 16.53 लाख
3. खन्दारी परिसर स्थित, जयप्रकाश सभागार गैस्ट हाऊस, स्कूल ऑफ लाइफ साइस तथा एनीमल हाऊस के बाहरी भाग की पुताई एवं मरम्मत कार्य 14.42 लाख

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Finance Officer

Dr. Bhimrao Ambedkar University
AGRA.

14.42 लाख

4. खन्दारी परिसर स्थित दाऊदयाल संस्थान के आईटीएचएम भवन की बाहरी भाग की पुताई एवं मरम्मत कार्य 3.72 लाख

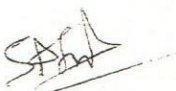
(Vide work order No. अभि0/189/2023 दिनांक 29.03.2023)


amounting to Rs. 48.58 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 U.P.R.N.S.S. Prakhand Firozabad shall start actual construction work only after the client has (1). Communicating in writing to CONSTRUCTION UNIT U.P.R.N.S.S. Prakhand Firozabad, 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 CONSTRUCTION UNIT U.P.R.N.S.S. Prakhand Firozabad sufficient advance being not less than 40% of the Estimated cost. The CONSTRUCTION UNIT U.P.R.N.S.S. Prakhand Firozabad shall start the construction work within 15 days with effect from the last date of the above three days as above. निर्माण नियमावली की प्रक्रियाओं तकनीकी विशिष्टियों, सम्बन्धित अनापत्तियों आदि की स्वीकृति के अधीन किया जायेगा। कार्यदारी 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 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 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 CONSTRUCTION UNIT U.P.R.N.S.S. Prakhand Firozabad 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 charge as "Centage Charges" in accordance with Uttar Pradesh Government Order No. A-2, 87/Ten-97-17(4)/75 Dated 20-02-1997,




Finance Officer
Dr. Bhimrao Ambedkar University
AGRA.

a copy of which is enclosed here as to Annexure-II, which will form 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 of similar item or Market rates if any rates is not available.

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

6. Time of Completion

(a) It is understood that the CONSTRUCTION UNIT U.P.R.N.S.S. Prakhand Firozabad 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 CONSTRUCTION UNIT U.P.R.N.S.S. Prakhand Firozabad, which will be updated according to the constraints of either party from time to time.

(b) The CONSTRUCTION UNIT U.P.R.N.S.S. Prakhand Firozabad 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, earth quake, mob-violence attack from the air or any other Major disturbance (Force Major) or any other reasons beyond the control of the CONSTRUCTION UNIT U.P.R.N.S.S. Prakhand Firozabad, In the case of any such event the CONSTRUCTION UNIT

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Finance Officer
Dr. Bhabha Ambedkar University
AGRA.

U.P.R.N.S.S. Prakhand Firozabad will obtain written permission from the client for extension of time and completely finish the project within extended time.

The CONSTRUCTION UNIT U.P.R.N.S.S. Prakhand Firozabad 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 CONSTRUCTION UNIT U.P.R.N.S.S. Prakhand Firozabad 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 CONSTRUCTION UNIT U.P.R.N.S.S. Prakhand Firozabad, 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 U.P.R.N.S.S. Prakhand Firozabad, are being audited by the statutory auditors (Chartered Accountants) the CONSTRUCTION UNIT U.P.R.N.S.S. Prakhand Firozabad 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 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 CONSTRUCTION UNIT U.P.R.N.S.S. Prakhand Firozabad 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 CONSTRUCTION UNIT U.P.R.N.S.S. Prakhand Firozabad 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 CONSTRUCTION UNIT U.P.R.N.S.S. Prakhand Firozabad 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 U.P.R.N.S.S. Prakhand Firozabad 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 CONSTRUCTION UNIT U.P.R.N.S.S. Prakhand Firozabad 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 CONSTRUCTION UNIT U.P.R.N.S.S. Prakhand Firozabad 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. स्वीकृत 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 भी 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।
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 क्रम सुसंगत स्टोर परचेज नियमों तथा आदेशों के अन्तर्गत किया जायेगा।
7. कार्यदायी संस्था द्वारा नियमानुसार समस्त वैधानिक अनापत्तियां एवं पर्यावरणीय किलयरेन्स 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 विकास प्राधिकरण/सक्षम लोकल अथॉर्टी से स्वीकृत कराया जायेगा।
9. कार्य की निर्माण समयबद्ध एवं गुणात्मक रूप से सुनिश्चित किया जायेगा तथा द्विरावृत्ति से बचने 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 उसे लिये उत्तरदायी होगी।
10. कार्य की विशिष्टियों मानक व उच्च गुणवत्ता की जिम्मेदारी कार्यदायी संस्था की होगी तथा समय समय पर म्यादित कराये जा रहे निर्माण कार्यों की मानीटरिंग विश्वविद्यालय द्वारा सुनिश्चित किया जायेगा।
11. धनराशि का भुगतान विश्वविद्यालय नियमानुसार किया जायेगा।

Dr. Rajendra Anand
Finance Officer
U.P.R.N.S.S. Prakhand Firozabad

12. कायदेश 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 अनवार्य होगा। 14 कार्य समय से ना पूर्ण करने पर विश्वविद्यालय द्वारा पैनाल्टी लगायी जा सकती है।
14. उपरोक्त कार्यो का रख-रखाव एवं संचालन कार्यदायी संस्था द्वारा एक वर्ष तक किया जायेगा, जिसके लिये किसी प्रकार का कोई अतिरिक्त भुगतान देय नहीं होगा।
15. दिनांक 13.04.2023 को दीक्षांत समारोह के अति-आवश्यक प्राथमिकता के कारण इकोटिक्स, साउण्ड) सिस्टम को छोड़कर सारे कार्य कराये जाने अतिआवश्यक है।

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 U.P.R.N.S.S. Prakhand Firozabad 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.

Name, Designation & Seal

For and of behalf of Client

Finance Officer
Bhimrao Ambedkar University

In the presence of witness

1. (Name, Address & Signature)

2.(Name, Address & Signature)

Name, Designation & Seal

For and on behalf of

CONSTRUCTION UNIT U.P.P.N.S.S. Prakhand Firozabad
अधिसासा अभियन्ता

यू.पी.आर.एन.एस.एस.ओ

फिरोजाबाद

In the presence of witness

1. (Name, Address & Signature)

2.(Name, Address & Signature)

Attended
23/03/2023
Raj K...
...