

MoU with Andhra Pradesh Education and Welfare Infrastructure Development Corporation (APEWIDC) and Krishna University in presence of Hon'ble Vice-Chancellor Prof. K. B. Chandra Sekehar, Registrar K. Krishna Reddy and Chief Engineer, APEWIDC, Vijayawada on 10-12-2020



K. Krishna Reddy



**REGISTRAR
KRISHNA UNIVERSITY
RUDRAVARAM (V)
MACHILIPATNAM - 521 004
ANDHRA PRADESH, INDIA**

MEMORANDUM OF UNDERSTANDING

BETWEEN



KRISHNA UNIVERSITY

Rudravaram

Machilipatnam-521003, Andhra Pradesh, INDIA

and



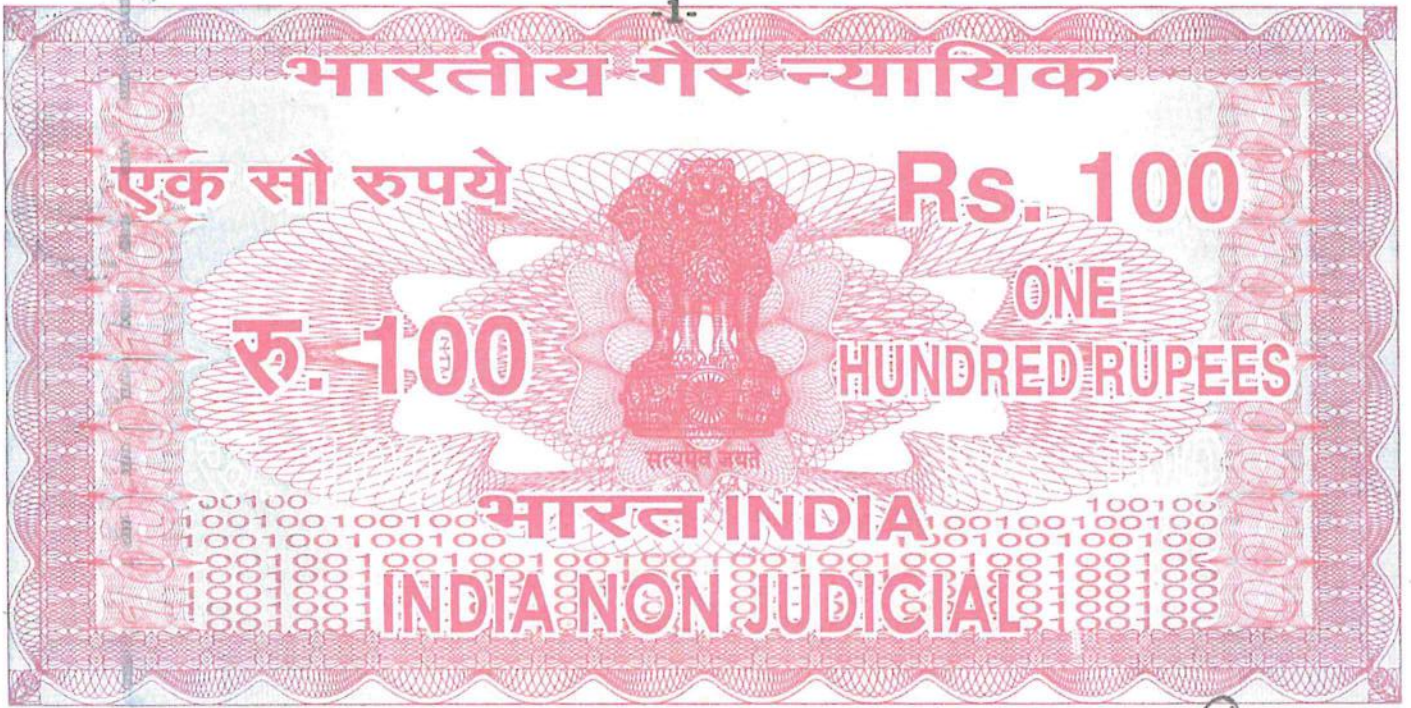
ANDHRA PRADESH EDUCATION AND WELFARE INFRASTRUCTURE DEVELOPMENT CORPORATION

**#9-76, Sai Fortune Heights, Block-A
Vaddeswaram, Guntur-522502**

10th December 2020 to 09th December 2022
[02 YEARS]

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S No: 10430 09/12/2020

Sold to: N. Manikanta s/o Sankarrao; mangalagiri
For Whom: Chief Engineer APEWIDC; Vijayawada

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CS 044199
T. KIRAN KUMAR
LICENSED STAMP VENDOR
L.No: 07-08-004/2018
Baleji Nagar, MANGALAGIRI-522503
Cell: 9701332001, GUNTUR A.P.

MEMORANDUM OF UNDERSTANDING (MOU)

Back Ground:-

Krishna University, Rudravaram (herein after referred to as **KrU**) is a State University functioning under the control of Government of Andhra Pradesh. KrU requires execution of identified civil works/Projects from Government for providing infrastructure in Krishna University, Rudravaram, Machilipatnam.

The Andhra Pradesh Education and Welfare Infrastructure Development Corporation (here in after referred to as **APEWIDC**) is functioning under the control of Government of Andhra Pradesh to bring efficiency, efficacy and time liness into execution of all civil infrastructure, maintenance and other development works of School education, Higher Education, Social welfare, BC Welfare and Minorities Welfare in the State.

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Chief Engineer
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The Krishna University has agreed for entrusting the building works relating to establishment Operationalization of Krishna University as deposit work on turnkey basis on the terms and conditions set forth and the APEWIDC has agreed to undertake and complete the works accordingly.

TERMS OF REFERENCE:

The working arrangement and responsibilities for execution of Civil works on outsourcing basis between Krishna University (here in after referred to as **Client**) & **APEWIDC** here after called as (**Executing Agency**) are as follows.

1. The Registrar, KrU, Rudaravaram, Machilipatnam will be the authorized representative of KrU and Managing Director, APEWIDC will be the authorized representative of APEWIDC to deal with all aspects of civil works subject to Govt. Orders issued from time to time for execution of works.
2. Executing Agency, APEWIDC shall execute the project work on Deposit work basis.
3. The Executing Agency will deal with complete project technical management, including preparation of Detailed Project Reports (DPR), procurement process, administration, construction, supervision, quality management, payment of bills, maintenance of accounts and performance of the contract from start to finish including monitoring up to defects liability period as per the rules and procedures as prescribed by Government in vogue. The Executing Agency will be accountable to Client for estimating works, implementing works, adherence to quality aspects,



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completion of works within the Stipulated period etc. The stipulated period may be extended if required, based on the circumstances and site conditions.

4. The Executing Agency is responsible to take up site survey, feasibility study for preparation of layouts, plans and detailed estimates as per approved plans & design. Based on the feasibility, all necessary measures are to be taken up by Executing Agency.
5. Executing Agency shall be fully authorized and responsible for procurement of all materials and services for the implementation of the project/work.
6. The client will be responsible for according necessary Administrative Sanction in time. Client shall be responsible for giving necessary clarification in time for any issue put forth by the Executing Agency.
7. The Executing Agency shall submit Proforma/line estimates and plans for all proposed civil works as per the actual requirements of Krishna University including internal and external water supply, sanitary and electrical arrangements etc., along with relevant drawings by utilizing the services of Architectural consultancy agencies registered in council of Architecture for drawings, designs etc.
8. **Bidding process:**
 - 8.1 The Executing Agency shall invite, receive, evaluate bids and finalize bids as per rules in vogue through e-procurement platform.
 - 8.2 The Executing Agency shall follow the procedure for civil works as laid down in the codes, the manuals and as per the guidelines


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of Andhra Pradesh Standard Specifications. Andhra Pradesh Public Works Department Code and Andhra Pradesh Public Works accounts code and as per the G.O's issued by the Government from time to time. The Executing Agency shall be responsible for maintenance of complete procurement records, which includes bid notices, bidding documents, corrigendum if any, bid opening Information, bid evaluation reports, representation of bidders, if any and its outcome, contract documents, addenda and amendments and record of time taken to complete such key steps in the process.

- 8.3 The Executing Agency shall be responsible for constant day to day supervision of construction works at site, recording of measurement of work done, quality control, maintenance of tests, records of materials, site order book etc. It is the responsibility of Executing Agency to appoint required/ sufficient technical staff and other staff as may be necessary to have best execution.
- 8.4 The Executing Agency shall be responsible to ensure that the works are carried out by the contractors in accordance with the drawings and structural designs released for construction, approved technical specification and bill of quantities in a sound satisfactory and professional manner. The standards in the matter of Quality, Quantity and workmanship shall be maintained as per the agreement conditions and work progress shall be in accordance to the agreed time schedule.
- 8.5 The Chief Engineer, APEWIDC shall grant extension of time to the contract agreement on receipt of such proposals from the contractors through the field staff. The Chief Engineer, APEWIDC is having right to impose penalties/defect liability based on the



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ground realities for unauthorized delays on the part of contractor/ Agency as per conditions of contract contemplated in the agreements.

- 8.6 The Executing Agency shall follow all the procedures and test checks the works to comply with the requirement of Quality control and vigilance authorities of Government of Andhra Pradesh. The Executing Agency shall ensure that, the contractor carry out the required tests for Quality control including that of materials, to be used in works and proper records are maintained at sites.
- 8.7 The engagement of third-party quality control may be done by the APEWIDC to ensure required quality.
- 8.8 The Executing Agency shall, in accordance with and as per terms of contract signed with the contractors, scrutinize and certify as to the correctness of the detailed measurements of quantities and rates contained in all bills before making payments to the contractors. In the matter of certifying such bills of the contractors and the matter of issuing certificates for payments of such bills , the Executing Agency shall confirm to the terms of relevant contract. The provision for variations in specifications and quantities and as per site conditions shall be minimized while according technical sanction.
- 8.9 The Executing Agency shall endeavor to protect the interests of client and ensure to best of its ability the correctness of the bills certified by them.
- 8.10 The maintenance of accounts and auditing shall be done by Executing Agency as per the procedure fixed from time to time by the Government. The Executing Agency is fully responsible for





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defects pointed out by the Audit Department. Necessary recoveries shall be done by the Executing Agency on financial implications pointed out if any.


- 8.11 The Executing Agency shall arrange management meetings and conference of the relevant agencies i.e., client and Contractors as and when required to clarify any doubts or interpretation of drawings, specifications and to remove bottle necks/obstacles to ensure the smooth progress of works in accordance with agreed time schedule.
- 8.12 The Executing Agency will ensure compliance of environmental management plan and Social Mitigation plan during the construction phase by the contractors.
- 8.13 Any minor modifications in the scope of work during execution as per the requirement suggested by sanctioning authority client shall be implemented by Executing Agency within the ambit of contractual obligations and within the frame work of departmental rules provided such requirement is informed by the client well in advance and additional cost , if any, involved will be debitable to Krishna University.
- 8.14 The Executing Agency shall submit financial implication statement when the structures reach basement level and shall take prior approval of client for change of specifications wherever necessary.
- 8.15 Executing Agency shall prepare working estimates & revised estimates for each work as per actual execution and to see that expenditure will not exceed sanctioned amount to the extent possible.


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- 8.16 Executing Agency shall submit necessary working estimates along with justification, in situations where additional financial implications involved for execution due to site conditions, not contemplated during the preparation of estimates, any additional item of works/modifications/changes in designs etc., Such proposals shall be submitted to client well in advance before taking up for execution.
- 8.17 Statutory recoveries such as Income Tax Central Excise Duty, GST, Seignories, Labour Cess, Major Supervision & Petty Supervision Charges, contingencies etc., shall be made as per Government orders issued from time to time for which necessary provision shall be made in the estimate.
- 8.18 The Executing Agency shall furnish certificate of completion report along with quality control certificate from the Chief Engineer of the respective department before admitting the final bill for payment and works are to be insured before concluding the agreements.
- 8.19 Executing Agency shall submit Third Party quality inspection reports of any government. Semi government/ reputed private institution, in terms of para 8.6, 8.7 above.
- 8.20 After completion of works Executing Agency shall obtain/provide as built plan, hand over to the client along with completion certificate at the time of handing over of buildings/other works. The handing over certificate shall be in the appropriate format giving full details of infrastructure constructed along with details of internal and external amenities. The Executing Agency shall be responsible for monitoring the performance of contract till defect


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liability period and close the contracts as per agreement conditions.

8.21 The Executing Agency will settle all audit objections pertaining to the construction of works to the satisfaction of funding agencies and all auditors of GOAP.

8.22 The Executing Agency shall render such other professional services as may necessary and incidental to the satisfactory completion of the works but not specifically mentioned in any clause of this Memorandum of Understanding.

8.23 Management meeting between Client and Executing Agency progress monitoring and reporting systems.

8.24 Apart from regular interaction, the Executing Agency shall conduct a quarterly review meeting between client and Managing Director, APEWIDC to assess the progress of works. The Engineer in charge shall furnish the monthly progress report on works in the prescribed format by 5th of every succeeding month.

8.25 The Executing Agency will be answerable to client for the timely completion of the works within the estimated cost, provided the funds are released in time by the client and provided no unforeseen contingencies arise during execution of works.

8.26 FINANCIAL ARRANGEMENTS:

10.1 The service charges payable to APEWIDC shall be fixed as per Government Order.


10.2 For each work, 100% of the estimated cost shall be released along with administrative sanction for the purpose of utilization of particular work only.


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- 10.3 Executing Agency shall make all statutory recoveries from the contractors bills towards GST, Labour CESS, Seigniorage charges, other taxes (if any), income tax, central excise duty, NAC,CM's relief fund and or any other statutory recoveries and the same shall be remitted to the respective Departments without fail.
- 10.4 The Executing Agency shall maintain separate books of accounts and records for the utilization of the funds released by client subject to the satisfactory of Krishna University Authorities. The records shall be produced during the inspections of officers of Krishna University for their verification and suggestions, if any.
- 10.5 The Executing Agency shall follow all the procedures as per the rules in vogue. Executing Agency has the right to impose liquidated damages.
- 10.6 The Executing Agency shall provide periodical progress reports to the client depending upon the progress of work.
- 10.7 Executing Agency shall maintain separate account for KrU projects, Executing Agency shall get regular audit by the competent departments for all the accounts of the works sanctioned by Krishna University, necessary utilization certificates shall be submitted to client within six months from the date of completion of the work. The Executing Agency shall be held responsible for any audit objections. The Executing Agency shall take responsibility to clear audit objections if any.
- 10.8 The Executing Agency shall plan in such a way to achieve the target and see that all the works shall be completed as per the targets.


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- 10.9 The MOU will be in existence for a period of two (2) years from the date of MOU. The MOU can be terminated by either party with a three (3) months' notice subject to the condition that the works on hand shall be brought to completion and handed over.
- 10.10 The Executing Agency shall execute the work as depositwork on deposit work basis on behalf of the Krishna University. The Krishna University will issue a letter of intent for initiating a specificwork.
- 10.11 The Executing Agency shall be responsible for all the observations raised by the Local Auditors, A.G., A.P. on the utilization of funds, maintenance of records and registers, submission of reimbursement claims. They shall rectify allsuch observations on civil works component of the Project, not only during the project implementation period but also during the defect'sliability period of 2 years from date of completion of works.
- 10.12 The executing Agency must take separate electrical power supply connection under meter reading and should be paid actual consumption charges thereon and water should be procured by themselves towards that consumption of individual work to be executed. Krishna University will not supply water on free of cost.
- 11.I.The Executing Agency shall arrange / obtain all necessary clearances / formalities from all other concerned statutory Authorities to execute the works in KrU Campus.
- II. It will be obligation on the part of the Executing Agency to keep adequate fire frightening arrangements such as fire buckets filled with water or sand and fire extinguishers at the site of work.


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12.3 If a Force Majeure situation arises, the Executing Agency shall promptly notify the client in writing of such conditions and cause thereof. Unless otherwise directed by the client in writing, the Executing Agency shall continue to perform its obligations under this MOU as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

13. Dispute/ Arbitration

13.1 Any doubt arises in implementing the clauses of MoU or any clarification requires, the decision of the Vice-Chancellor of KrU is final.

13.2 All disputes arising out of or in any way connected with this MoU shall be deemed to have arisen in Vijayawada and only courts in Vijayawada & Andhra Pradesh only, shall have authority to determine the same.

In witness whereas the parties here to have course this memorandum of understanding to be signed in their representative names on the day of 10th December 2020.

Witness:

1. *T. Hymanth Reddy*
10/12/2020

Signature for and on behalf of
Krishna University

2. *D. S. N. A.*
21/10/12/2020

[Signature]
7/10/12/2020
Registrar
Krishna University

[Signature]
Naganna
10/12/2020
Chief Engineer
APEWIDC
Vijayawada

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10/12/2020
Registrar
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Witness:

1. *M. S. S. S.*
10/12/2020
SE/APEWIDC -

Signed for and on behalf of
Executive Agency

2.

Nagaram 10/12/2020
Chief Engineer,
APEWIDC, Vijayawada

[Signature]

Nagaram 10/12/2020
Chief Engineer
APEWIDC
Vijayawada

[Signature]

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