

List of MOU's during the year 2008

S. No.	Reg. No.	Date of MOU's	Particulars.
1	5273	31-03-2008	M.O.U. between Uttarakhand Krishi Utpada Mandi Parishad Rudrapur & GBPUA&T Pantnagar regarding construction of Analytical Laboratory at Pantnagar.
2	5274	23-05-2008	M.O.U. between Uttarakhand Krishi Utpada Mandi Parishad, Rudrapur & G.B.P.U.A&T Pantnagar regarding construction of 2 Nos R.C.C Water Tank Threshing floor, Demonstration Unit, Irrigation Channel, Godown, Chain link fencing & Staff Quarters at KVK Garwa Anand Pithoragarh.
3	5275	23-05-2008	M.O.U. between Uttarakhand Krishi Utpada Mandi Parishad Rudrapur & GBPUA&T Pantnagar regarding construction of 2 Nos R.C.C Water Tank, Threshing floor, Demonstration Unit, Irrigation Channel, Godown, Chain link fence at KVK Matla Almora.
4	5276	31-01-2008	M.O.U. between Tennessee State University Nashville, Tennessee & GBPUA&T Pantnagar regarding Internationalizing Agricultural Program at TSU and promoting trade in value added products.
5	5278	-	M.O.U. between National Committee on Plasticulture Applications in Horticulture Ministry of Ag. Deptt. of Agriculture and Cooperation Govt. of India & University regarding the operation and management of Precision Farming Development Centre Project.

Sl. No.	Regd. No.	Date of M.O.U.	Particulars
6.	5279	-	Agreement between Centro Internacional Agricultura Tropical (CIAT) & International Food Policy Research Institute (IFPRI) & G.B. Pant Univ. Pantnagar regarding home plus challenge Program (Title Introduction of Improved 60 days Cowpea varieties as a Niche Crop in the Cereals based Cropping system for enhanced food security, family Nutrition and poverty reduction in India).
7	5280.	01-04-2008	Agreement between University of Uttarakhand Sainik Purnawas Sanshodhan Mandal Bhowa Ajali Bihar Dehradun regarding production & Marketing of JATROPHA.
8	5282	24-10-2008	M.O.U. between G.B. Pant University & University of Arkansas, Fort Smith, U.S.A. regarding the promotion of educational and academic exchange between the two institutions.

5273



उत्तरांचल UTTARANCHAL

B 828901

MEMORANDUM OF UNDERSTANDING

The memorandum of understanding is made at G.B. Pant Agriculture & Technology University, Pantnagar on this 31st day of March, 2008 between G.B. Pant University, Pantnagar (Hereinafter called "the CLIENT" which expression shall unless repugnant to the context their of include successor-in-office and assigns) of the part and "Uttarakhand Krishi Utpadan Mandi Parishad Rudrapur (Here in after called the Mandi Parishad which expression shall unless repugnant to the context there of include its assigns) of the other part.

WHEREAS at the proposal of the 'CLIENT, the Mandi Parishad has agreed to construct Analytical Laboratory at G.B. Pant University of Agricultural & Technology PantNagar Campus .

Now this Memorandum of Understanding executed between the parties here to witness as follow:

1. It is understood that ceiling cost of the project will remain Rs. 124.66 lacs as sanctioned vide G.O. subject to condition of present Schedule rate of C.P.W.D how

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उत्तरांचल कृषि उत्पादन मण्डी परिषद
रूद्रपुर (जयसिंह नगर)

वित्त नियन्त्रक

No. 6153 Date 15-3-08

Name & Address.....

Surendra Pal Chhabra

STAMP VENDOR
BUDRAPUR (U.S. Nagar)

उत्तरांचल

मुक्तेश्वर



ever the cost of project shall not be exceed from Rs. 108.00 Lacs if balance grant of Rs. 16.66 Lacs is not received from I.C.~~A.R~~

As per details below


Name of District	Name of village/Town	Cost of works (Rs. in lac)	Total
		Analytical Laboratory at G.B. Pant University	
U.S. Nagar	Pant Nagar	Rs. 124.66	
Total			Rs. 124.66 Lacs

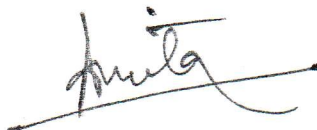
The above cost are subjected that flow of funds is maintained by CLIENT as per clause 3 of this memorandum of understanding. In case there is revision of cost due to reason mentioned below, the revised estimate will be submitted by Mandi Parishad to the University for Sanction from Government.

- I. Due to variation in parameters/provision of the sanctioned preliminary estimate as wetted by C.B.R.I Roorkee.
- II. Non-availability of main approach road and culvert etc. for carriage of materials by truck to the site of work.

2. It is understood that Mandi Parishad shall start actual construction work only after the "CLIENT" has (1) communicated in writing to Mandi Parishad its Administrative and financial of the preliminary estimates based on the plinth area rates (2) Delivered clear possession of the land for the project and (3) within THIRTY (30) days of the issue of 'letter of Indent' but the CLIENT deposited with Mandi Parishad sufficient advance being not less than 40% of the estimated cost. The Mandi Parishad shall start the construction work within 30days with effect from the last date of the three dates as above.

3. 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 the work (by the CLIENT) as per annexure VI.


मुख्य अभियन्ता
उत्तरांचल राज्य सहायन मण्डी परिषद
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पित्त नियन्त्रक

4. PROJECT COST :

It is understood that the total extent of actual cost including centage charges which are not more than 12.5% of actual cost as per annexure-II, shall not exceed the Revised estimate cost as per work actually executed and calculated on the plinth area rates as mentioned in Para 1 if the actual cost exceeds the Revised estimated cost calculated as above. The excess shall be born from the overhead of the Mandi Parishad if the final Actual cost is less than the Revised Estimated cost, only the final Actual cost will be charged. The total present estimated cost of the project as approved preliminary estimate is Rs. 124.66 lacs (One Crores Twenty Four lacs Sixty Six Thousand only) C.P.W.D how ever the cost of project shall not be exceed from Rs. 108.00 Lacs if balance grant of Rs. 16.66 Lacs is not received from I.C.A.R. Annexure II/or on the basis of present calculated cost of current rate of P.W.D.


5. The plinth area Rates be applicable only when the Actual specification of each types pf the building strictly conform to specification on which such plinth area Rates are based. In case of any deviation in specification, ceiling heights extra provision used on such extra item shall be provided in detailed project report.

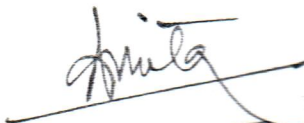
6. SPECIFICATION

General Specification will be followed as per circular C.P.W.D

7. DRAWINGS/DESIGNS/DETAIL PROJECT REPORT

The entire work will be executed according to the plan, section and elevation shown in attached drawings (Annexure-VIII). These drawing may be updated, amended by mutual consent of CLIENT and Mandi Parishad the Detail project report (D.P.R) will be framed by Mandi Parishad along with the detail drawing and designs including structural drawings before start of the actual work and get technically approved by competent Authority as per Mandi Parishad norms.



मुख्य अभियन्ता
उत्तरांचल कृषि उत्पादन मण्डी परिषद
बदरपुर (जयसिंह नगर)



निर्माता विभाग

8. TIME OF COMPLETION

(a) It is understood that the Mandi Parishad shall take up the work in accordance with the priorities indicated in writing by the CLIENT and its completion will be governed by a joint part showing the activities of the CLIENT (completion date 30-06-2009) and the Mandi Parishad which will be updated according to the constraints of either party from time to time.

(b) The Mandi Parishad shall build and completed finish the project within 15 (fifteen) months from the date of receipt of 40% amount of the estimated cost as advance subject to cash flow as per clause-3 above, unless prevented by any labor strikes, fire accident, earthquake, mob-violence Attack from the air or many other major disturbance (Force Measure) on any other reason beyond the control of the Mandi Parishad in the case of any such event, the Mandi Parishad will obtain written permission from the CLIENT for extension of time and completely finish the project within the extended time. The Mandi Parishad shall also be in titled to get compensation for loses/extra expenditure if any, incurred due to the damages on account of causes mentioned above if such causes (s) where not beyond the control of Mandi Parishad The decision of Director of Mandi Parishad & Vice Chancellor of G.B. Pant Agriculture & Technical University Pantnagar Jointly as the whether the causes were not beyond the control of the Mandi Parishad as the amount of compensation for loses/extra expenditure shall be binding on the CLIENT in case, the CLIENT the CLIENT desire, the Mandi Parishad shall make insurance of property against damages, accident, fire, riots or any act of "GOD" and the extra charges incurred for this purpose will be included in the Actual Cost of the Project"


मुख्य अभियन्ता
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अद्वैतपुर (अधम सिंह नगर)


निर्वाहक अभियन्ता

9. ACCOUNTS


The periodic Accounts of the M.P. are being audited by the statutory auditors (Chartered Accountants). The M.P. shall submit to the CLIENT such periodical audited accounts of the unit, relating to the works as and when audited in the format here to an annexure-IV. The final account shall be submitted in format enclosed here to as annexure-V. The CLIENT shall also have an access to the book of accounts of M.P. in case, if the CLIENT deems it necessary.


10. INSPECTION OF WORK & QUALITY CONTROL :

It is understood that the CLIENT or any technical person authorised by it/him not below the rank of Asstt. Director, work and plants may inspect the construction work at any time and from time to time to satisfy itself/himself that the building are being constructed by M.P. as per drawing and specification as provided in the preliminary Estimate. If any defects or variation made without the written request of CLIENT are found during the inspection, they will have to be rectified by the M.P. at its own cost on written notice by the CLIENT within 30 (Thirty) days from its receipt.

11. COMPENSATION FOR DAMAGE :

It is understood that the M.P. shall remain liable to and shall identify 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 M.P., its employee or agents, subject to the determination of the compensation or damage by the competent authority as defined in the relevant laws.


मुख्य अभियन्ता
उत्तरांचल कृषि उत्पादन मण्डी परिषद
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निर्वाहक

12. SETTLEMENT OF DISPUTE :

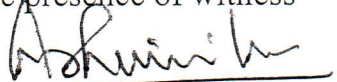
It is undersoot that any disputes or differences arising uot of this memorandum of understanding, shall be satteded in accordance with the provision of U.P. govt. Order no. 156/Chauwalsi-2/156/91-92, dated 5th February, 1992 (a copy of which is annexed here to as annexure V.

In witness where of the parties here to have set there hands throug their authorised representative on this deed and affixed there scale on date, month and year first above written.

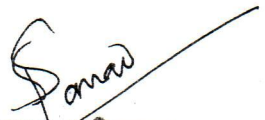
For and on behalf of
G.B. Pant Agriculture & Technology
University, Pantnagar


(COMPTROLLER)
G. B. Pant Univ. of Agric. & Tech.
PANTNAGAR-263145 (U. S. Nagar)


In the presence of witness


A. K. Pandey
D. W. P.

For and on behalf of M.P.


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रुद्रपुर (ऊधम सिंह नगर)

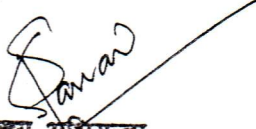
In the presence of witness



सहायक अभियन्ता
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रुद्रपुर

Actual Costs


The actual expenditure will comprise of following :

1. Cost of material procured by M.P. including its cost of cartage, loading, unloading, stacking and storage.
2. Cost of material supplied by the CLIENT and used in the work the cost being the procurement cost of the CLIENT including, cartage etc.
3. Amounts of money for cartage, loading, unloading, stacking and storage of material etc as spent by M.P. on material supplied by CLIENT.
4. Cost of labour utilised in the work through PRW, Subcontractors and daily labour.
5. Actual cost of procurement, cartages and storages of small plants like spades, basket etc, after completion of works, credit will be given to "Actual Cost" for the resale value of remunerates of such T&P.
6. Actual cost of procurement, cartage, loading and unloading, storage, fixing, refixing and removal etc, credit will be given to "Actual Cost" of resale value of this material at the close of the work.
7. The cost the Listed Machine and Equipment will be borne the second party headoffice will not be charged to "Actual Cost" However, ownership charge, rent of shutting, spare part charges, (Including fuel lubricant), cost of operators, storage, cost of maintenance and repair will be form part of "Actual Cost".
8. Actual cost of all "Enabling Work" like site office, store, labour sheds, workshop etc. will form part of "Actual Cost" at the close of work, resale value of these items will be credited to the "Actual Cost", The final actual cost will be restricted to 12.5% of total cost. Actual cost of procurement, cartage etc. and fixing and removal of items like water pipe lines, wires and such other items required in connection with proper execution of the work will also from part of "Actual Cost".


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निमित्त निवासी

9. All expenditure connected with labour welfare, compensation to labour and other requirement according to labour Law will also form part of "Actual Cost".
10. All other items not mentioned above but forming direct expenditure to the work, the decision of the Director M.P. will be final.
11. Expenditure on survey & Soil Testing, designing, expert checking.
12. Expenditure on Trade Tax or Turnover Tax and Stamp Duty, if any.
13. A separate ledger head should be maintained for Profit & loss account. In this account all 12.5% charge received from the CLIENT should be shown together with expenses of M.P., which are to be met from this 12.5% Cost of regular staff, T.A., of regular staff and stipend to apprentices payable by M.P, is to be borne by M.P. However, regular staffs like Drivers, Operators etc. naturally deployed to work are chargeable to "Actual Cost" and not to the 12.5% overhead. Cost of entertainment is also chargeable to overhead of M.P. under 12.5% Head office charges should also be charged under overheads of M.P.


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COMPTROLLER
G. B. Pant Univ. of Agric. & Tech.
PANTNAGAR-263145 (U. S. Nagar)