



दूरभाष : 0522-2286709

फैक्स : 0522-2286711

राज्य नगरीय विकास अभिकरण उ०प्र० लखनऊ

नवचेतना केन्द्र, 10 अशोक मार्ग, लखनऊ- 226001

माननीय सर्वोच्च न्यायालय/शीर्ष प्राथमिकता/समयबद्ध
पत्रांक-4411/241/NULM/तीन/2001(SUH)VOL-II दिनांक 6-2-2015

सेवा में,

3. समस्त जिलाधिकारी/अध्यक्ष,
जिला नगरीय विकास अभिकरण
उत्तर प्रदेश।
4. समस्त नगर आयुक्त,
नगर निगम, उ०प्र०।
5. समस्त अधिशासी अधिकारी/नगर पालिका परिषद / नगर पंचायत
उ०प्र०।

विषय:-राष्ट्रीय शहरी आजीविका मिशन (एन०यू०एल०एम०) के उपघटक 'शहरी बेघरों हेतु आश्रय योजना' के अन्तर्गत सी० एण्ड डी०एस०, उ०प्र० जल निगम एवं शहर मिशन प्रबन्धन इकाई के मध्य एम०ओ०यू० के सम्बन्ध में।

महोदय,

उपर्युक्त विषयक राष्ट्रीय शहरी आजीविका मिशन (एन०यू०एल०एम०) के उपघटक 'शहरी बेघरों हेतु आश्रय योजना' के अन्तर्गत शेल्टर होम के निर्माण हेतु शासनादेश संख्या-833/69-1-13-09 दिनांक 23 मई, 2014 द्वारा गठित राज्य परियोजना स्वीकृति समिति द्वारा शेल्टर होम के निर्माण/अपग्रेडेशन हेतु नगरीय निकायों द्वारा प्रस्तुत प्रस्ताव (डी०पी०आर०) की स्वीकृतियां निर्गत की गयी हैं/की जायेंगी। राज्य परियोजना स्वीकृति समिति द्वारा स्वीकृत परियोजनाओं के सापेक्ष राज्य मिशन प्रबन्धन इकाई, सूडा, उ०प्र० द्वारा धनराशि अवमुक्त किया जा रहा है जिसमें कार्यदायी संस्था सी० एण्ड डी०एस० को धनराशि अवमुक्त करने से पूर्व संबंधित शहर मिशन प्रबन्धन इकाई/नगरीय निकाय एवं निर्माण इकाई सी० एण्ड डी०एस० के मध्य रु० 100/- के नॉन जुडिशियल स्टाम्प पेपर पर एम०ओ०यू० कराया जाना आवश्यक है। एम०ओ०यू० के ड्राफ्ट माडल की प्रति इस आशय से संलग्न कर प्रेषित है कि इसे स्थानीय स्तर पर योजना के दिशा-निर्देश एवं राज्य स्तरीय स्वीकृति समिति द्वारा निर्गत कार्यवृत्त के आलोक में स्थानीय आवश्यकतानुसार संशोधन कर लीगल बैट करवाते हुए एम०ओ०यू० करवाना सुनिश्चित कराने का कष्ट करें। एम०ओ०यू० की प्रति सूडा की वेबसाइट www.sudaup.org पर भी उपलब्ध है।

उक्त के परिप्रेक्ष्य में कृपया आवश्यक कार्यवाही कराने का कष्ट करें।

संलग्नक-यथोक्त

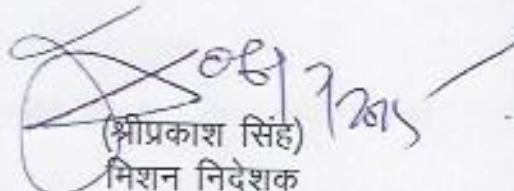
भवदीय,

(श्रीप्रकाश सिंह)

पत्रांक एवं दिनांक तदैव

प्रतिलिपि-निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

- 1 सचिव नगर विकास विभाग, उ०प्र० शासन।
- 2 संयुक्ता सचिव, नगरीय रोजगार एवं गरीबी उन्मूलन कार्यक्रम विभाग, उ०प्र० शासन।
- 3 निदेशक, स्थानीय निकाय निदेशालय, इन्दिरा भवन, लखनऊ।
- 4 निदेशक, सी० एण्ड डी०एस०, उ०प्र० जल निगम, लखनऊ।
- 5 महाप्रबन्धक (नि०-१०) सी० एण्ड डी०एस० उ०प्र० जल निगम, लखनऊ।
- 6 समस्त सिटी प्रोजेक्ट आफीसर, उत्तर प्रदेश।
- 7 परियोजना अधिकारी, झूडा, को इस निर्देश के साथ कि संबंधित अधिकारियों से समन्वय स्थापित कर उक्त संबंध में एम०ओ०यू० करते हुए एक प्रति अभिकरण मुख्यालय को अविलम्ब उपलब्ध कराना सुनिश्चित करें।
- 8 सहायक बेवमास्टर, सूडा को सूडा की वेबसाइट पर अपलोड करने हेतु।


(श्रीप्रकाश सिंह)
मिशन निदेशक

(MoU on Rs. 100/- of non-judicial stamp paper)

Model Draft of

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made on this day of 201... Between ULB/CMMU through its Municipal Commissioner or Executive Officers/City Project Officer, Sate Urban Livelihood Mission (SULM).....(Name of City/Town), U.P. (hereinafter called the 'First Party' (the Client), which expression shall unless repugnant to the context thereof include its successor in office and assigns) of the part;

.....First Party

AND

C&DS, Jal Nigam, which is construction agency for SUH vide GO No. 1514/69-1-2014-39(Budget)/2013 dated 11-08-2014 authorized representative through Project Manager(Name & Designation) hereinafter referred to as 'Second Party' called C&DS; which expression shall unless repugnant to the context thereof include its assigns of the other part.

.....Second Party

WHEREAS, the Second party shall participate with the First party, for carrying out its responsibilities under the Scheme for Shelter for Urban Homeless (SUH).

AND WHEREAS, the Second Party/C&DS has agreed to abide by the 'Scheme and Operational Guidelines' to execute the new construction/up gradation work of Shelter Home including internal infrastructure work under the Scheme for Shelter for Urban Homeless (SUH) of National Urban Livelihood Mission (NULM), for homeless person as per sanctioned DPR at the location (Name of the Mohallah/Ward) ofULB (Name of City/Town) of the District.....by the First Party/Client hereinafter called the Project.

The list of work under the project is enclosed and is forming part of this MOU. (Annexure-I) list of works will be prepared as per sanctioned DPR. (SPSC Sanctioned Chart to be enclosed along with prepared chart in detail at Annexure-I of this MoU, which will form a part of this MoU.

NOW, THE PARTIES WITNESSED as follows:-

1. This MOU will be effective from.....when it has been agreed by the both parties.
2. That the First Party agreed to release the financial installments as per the 'Scheme Guidelines' in the manner as released by the State Urban Livelihood Mission (SULM) SUDA, U.P., upon signing of this Memorandum of Agreement (MoU) and submission of the above mentioned document, which is annexed with the agreement as Annexure-I.
3. It is agreed upon by the Second Party that the ceiling cost of the Shelter Home and internal infrastructure work shall be as per the sanctioned DPR (estimates) and as mentioned in the proceeding/ minutes of meeting of State Project Sanction Committee (SPSC). The Second Party will have to execute the work on the sanction rate and it had to agree not to make any expenditure on the escalated cost till sanctioned by the First Party.
4. The Second Party has agreed to complete the work within sanctioned time limit. Second Party has also agreed that the escalation shall not be paid in case of any delay caused by the Second Party. However it is mutually agreed by both the parties that in case there is any delay in the implementation due to the circumstances beyond the control of Second Party i.e. Force Majeure, the decision on the matter of escalation and extension for implementation of work of the SUH shall be at the discretion of First Party and the escalation if agreed upon by the First Party shall be in accordance to the price escalation and other parameters as approved or agreed by the State Govt.
5. It is agreed that the Second Party shall start actual construction work only after the First Party has :
 - (i) Communicated in writing to the Second Party about administrative and financial sanction of the project.
 - (ii) Delivered clear possession of the land for the Project.
 - (iii) After the issue of letter of intent by the First Party.
 - (iv) Provided to Second party sufficient advance being not less than 25% of approx. cost or the released amount by the SULM SUDA, U.P. (State and Centre).
 - (v) It is understood that at the time of allotment of work, the flow of funds shall be mutually decided in accordance with the expected/desired progress of work as per guidelines/directives issued by the SULM SUDA, U.P./State and Central Govt. and sanctioned issued by the SULM/State Govt. The issue of letter of intent to the C&DS by the ULB/CMMU will be deemed as the allotment of work to the C&DS.
6. The Second Party shall start the construction work within 15 days w.e.f. the completion of above conditions mentioned in clause 5 (i) to 5 (v) of this MoU.
7. Since the project completion time is about months (as per sanctioned DPR) hence it has been agreed upon by the Second Party to submit 70% of utilization certificate of the fund released along with detailed physical progress to the First Party within Three months of the release of respective installment. Second Party agrees to complete the

8. Second Party has agreed to abide by all the formalities required by SULM SUDA, U.P. on behalf of Centre and State Govt. such as TAC report (constituted at the Mandal level under Commissioner), Third Party Monitoring, monthly progress reports (physical & financial) on the formats provided by the First Party and any other formalities to claim the timely installments to complete the project.

9. **CENTAGE CHARGES & LABOUR CESS-**

Centage Charge @ 12.5% of the actual Cost (which is incorporated in sanctioned DPR as per norms) will be paid by the First Party to the Second Party C&DS in accordance with U.P Govt. Order No. A-2-87/10-07-17(4)/75 dated 27-02-1997 a copy of which is enclosed hereto as Annexure-II and will form a part of this MoU. The Labour Cess as applicable shall also be paid to the Second Party as reimbursement by the First Party accordingly.

10. The First Party shall provide Land/Building for constrictions/up gradation of Shelter Home as per norms mentioned in the guideline of SUH.
11. The Second Party undertakes that it has already obtained/shall obtain all necessary statutory approvals as required/applicable as per prevailing bye-laws.
12. The Second Party shall put in place the mandatory facilities for barrier free access by Physically Disabled Persons and ensure that all the facilities for homeless person as mentioned in the SUH guidelines.
13. The Second Party shall submit certificate from structural engineer that all structural designs carried out are based on the soil investigation report, local conditions etc., based on relevant IS codes so as to take care of structural stability, earthquake resistance, wind velocity and other loads etc. and to ensure that proposed building is structurally safe for the intended purposes. The Second Party shall provide all infrastructure/support facilities required for the project, and mentioned in sanctioned project.

14. **SCOPE OF PROJECT**

The Second Party agreed to follow the sanctioned DPR. The Second Party shall complete the work at the rates sanctioned in the DPR. amounting Rs.....including centage charges & labour cess. The Second Party agreed to complete the works mentioned in the work plan. (Annexure-I).

15. **TIME OF COMPLETION**

- (a) The Second Party/C&DS agreed to complete the project within sanctioned time of..... months from the date of start as per clause-4. Unless prevented by any labour strike, fire accident, earth quake, mob-violence, attack from the air of any other majeure, disturbances (force majeure) or any other reasons beyond the control of the Second Party. In case of any such event, Second Party will obtain written permission from the Client for extension of time and completely finish the project within extended time.
- (b) There would be no provision for cost escalation

16. **ACCOUNT**

The Second Party shall agreed to follow the financial norms of financial hand book. The periodical accounts of the Second Party/C&DS are being audited by statutory auditors (Chartered Accountants). The Second Party agreed to submit to the First Party such periodical audited accounts of the unit relating to the work. The Second Party agreed to submit the final audited account for the completion of the project.

Party also agreed that in case the First Party deems it necessary it can also have an access to the books of accounts of the Second Party. The Second Party also agreed to maintain Project wise separate accounts.

17. INSPECTION OF WORK AND QUALITY CONTROL

It is mutually agreed by both the parties that the First Party or any person authorized by him or any person authorize by the Central/State Govt. may inspect the construction work at any time to satisfy himself that the works are being done by the Second Party as per drawing and specifications provided in the sanctioned DPR or as amended/revised by the First Party from time to time. The Second Party agreed to rectify any defects, short comings or variations made without the written permission of First Party within 30 days of the inspection note of First Party or its representative or the representative of SULM-SUDA, U.P., Executive Committee Central and State Govt.

18. COMPENSATION FOR DAMAGES

The Second Party agreed to remain liable to the First Party in respect of any losses, damages or compensation arising out of any accident of injury sustained by the First Party or by any workman on the employment of the Second Party, while executing the said works or the same arising out of any act, default or negligence, error in judgment on the part of Second Party or its employees or agents subject to the determination of the compensation or damages as decided by the competent authority according to relevant law.

19. SETTLEMENT OF DISPUTES

It is agreed upon both the parties that any dispute or differences arising out of this Memorandum of Agreement shall be settled in accordance with Govt. Order No. 156/चौवालिस-2-156/91-92 dated 5-02-1992, a copy of which is enclosed here to as **Annexure-III**, and will form a part of this MoU.

20. INSPECTION BY TECHNICAL AUDIT CELL

It has been agreed by the Second Party that the work during progress and after completion shall be subject to technical examination by the Technical Audit Cell. Any defects of material or workmanship pointed out by them and established as such shall be rectified by the Second Party at their own cost. The Second Party also agrees for payment to First Party of any recoveries or reduction of rates considered necessary by Technical Audit Cell, even if work has been completed by the Second Party.

21. INSURANCE

In case the Client desire, the C&DS shall make insurance of property against damages, accidents, fire, riots or any act of 'God' and charges incurred for this purpose will be borne by the First Party.

22. That in case of any breach regarding the terms and conditions of the SUH, the First Party shall be entitled to withhold subsequent installments of the scheme which is due to Second Party.

23. Besides the above said conditions of this MoU Second Party also agreed to obey the guidelines, orders, acts, rules & regulations and all the directives issued/to be issued by the SULM-SUDA, U.P., Govt. of India and Govt. of U.P. which are covered in SUH and its implementation process.

24. In case of any dispute between Ist & IInd party the dispute would be referred to

(DUDA).....a District level Nodal Agency of NULM, or his nominees has the sole Arbitration under the provision of Conciliation and Arbitration Act 1996. The place of Arbitration shall be at.....only.

IN WITNESS THEREOF, both the parties have signed on these presents of Memorandum of Agreement in the presence of witnesses.

SIGNATORIES:

1- For and on behalf of ULB/CMMU
.....(Name of the City)
Through the Municipal Commissioner or
Executive Officers/City Project Officer,
(First Party)

2- For and on behalf of C&DS,
U.P. Jal Nigam
Through the Project Manager
(Second Party)

IN THE PRESENCE OF WITNESSES

1.....

2.....