

**Reference: Annexure-VI of Addendum-I of the NIT:CUO/ENGG/PMC/2023-24/01  
Dated 20-06-2023**

In this regard, it is clarified that the Annexure-VI mentioned in Addendum-I dated 23-06-2023 is in continuation to Annexure-VI of the tender document dated 20-06-2023 uploaded on the website of the Central University of Odisha wherein the breakup of the milestone payment are described as per which the payment will be released to PMC for its consultancy charges as well as for payment for the execution of the project.

Annexure-VII

BID SECURITY DECLARATION

(As per Govt. of India, Ministry of Finance, Dept. of Expenditure, Office Memorandum No. F.9/4/2020  
PPD, Dt.12.11.2020)

(To be signed and submitted/ uploaded along with Technical bid documents)  
(On company's letter head)

To

The Registrar  
Central University of Odisha  
NAD Post Office  
Sunabeda-764003  
Odisha

Sub.: Tender No. CUO/Engg/PMC/2023-24/01 dated 20.06.2023 for Comprehensive Project Management Consultancy (PMC) services for construction and development of various buildings i.e. Academic Blocks, Boys & Girls Hostels, Administrative Block and Library Building including Electrical, Plumbing, HVAC, fire fighting, Solar photovoltaic power generation, Water supply, CCTV, Horticulture, external development works at Central University of Odisha, Sunabeda.

Ref.: Bid no. ....dt.....

Sir,

I/we .....duly authorized on behalf of  
M/s .....do hereby declare that, if I/We withdraw or modify  
our bid during the period of validity or if we are awarded the contract and I/we failed to sign/execute  
the contract or to submit a Performance Security (PBG) before the date defined in the Letter of Intent  
(LoI), our firm may be suspended for a period of 180 days or as per quotation/bid validity.

Yours faithfully,

Signature of bidder, or officer authorized to sign the  
bid documents on behalf of the bidder with name stamp and office seal.

Place:.....

Date:.....

**ANNEXURE-A**

**MEMORANDUM OF UNDERSTANDING**

Between

**[Central University of Odisha (CUO)]**

And

**[NAME OF PROJECT MANAGEMENT CONSULTANT]**

For

Comprehensive Project Management Consultancy services for construction and development of various buildings i.e. Academic Blocks, Boys & Girls Hostels, Administrative Block and Library Building including electrical, plumbing, HVAC, fire fighting, solar photovoltaic power generation, water supply, CCTV, horticulture, external development works at Central University of Odisha, Sunabeda) (hereinafter called "Public Authority") represented by its Vice Chancellor on one part,

**and**

The ..... hereinafter called "Project Management Consultant") represented by it's Director/MD on other part.

'Public Authority' and 'Project Management Consultant' (PMC) are also referred to individually as 'Party' and collectively as 'Parties' wherever the context so requires.

Whereas 'Project Management Consultant' have agreed to undertake the work of construction of above mentioned works at above mentioned location for 'Public Authority' as a 'Fixed cost Work'.

Now, therefore it is agreed between the parties that:

**A) Assigning of Work by 'Public Authority' to 'Project Management Consultant:**

1. "Public Authority' will provide all relevant available documents related to land, site details, functional and space requirements, site layout plans etc for facilitating project execution by 'Project Management Consultant'.
2. Public Authority, vide its work order No.....dated....., has awarded to the Project Management Consultant for comprehensive project management consultancy services for construction and development of various

buildings, i.e. Academic blocks, Boys & Girls Hostels, Administrative Block and Library Building including Electrical, Plumbing, HVAC, Fire Fighting, Solar Photovoltaic Power Generation, Water supply, CCTV, Horticulture, external development works at Central University of Odisha, Sunabeda at fixed cost of project for Rs.129.79 Crore inclusive of whatever taxes applicable. The project cost is fixed and no additional cost is admissible during the execution of the project. The bid document shall form a part of the contract agreement. The scope of service is from concept to completion. The list of the buildings including allied services as defined in tender document are as follows:

**Table-1**

<b>Various Buildings at Campus of Central University of Odisha, Sunabeda</b>			
S.No	Buildings including Electrical, Plumbing, HVAC, Fire Fighting, Solar Photovoltaic Power Generation, Water supply, CCTV, Horticulture and external development	No of Block	Plinth area in Sq meter
1	Academic Blocks (G+3) with Lift (Provision for next two floors)	2	4100
2	Administrative block(G+3) with Lift( Provision for next two floors)	1	7000
3	Library Building(G+3) with Lift (Provision for next two floors)	1	4000
4	Boy's Hostel Double Seated (G+3) (300 Capacity)with Lift (Provision for next two floors)	1	5000
5	Girl's Hostel Double Seated(G+3) (300.Capacity) with Lift (Provision for next two floors)	1	5000

3. 'Project Management Consultant' role is as consultancy firm and the "law of agency" is applicable to them, who shall appoint contractor(s) and other agency(ies) for execution of the above work. The tender document, work order and agreement/MOU copy should be read combinedly for interpretation of the Project Management Consultancy services for construction of various building projects in Central University of Odisha, Sunabeda. No sublet or splitting of work is permitted for the execution of the work.

**B) Approval of Drawings & Specification for the work:**

1. Subsequent to signing of the agreement/ Memorandum of Understanding (MoU), Project Management Consultant shall take possession of all encumbrances free site from the Public Authority and shall deploy a team of engineers for execution of the project under intimation to Public Authority within 15 days of signing of this agreement.
2. Project Management Consultant will submit technical specification of the above works to the Public Authority. Based on approved specification, 'Project

Management Consultant' will prepare Detailed Project Report (DPR) consistent with the norms, standards, milestones and commensurate activities to be accomplished against each milestone as mentioned in tender document and baseline program in the form of Critical Path Method (CPM) network depicting clearly date of start and completion of the work and submit it to 'Public Authority' along with all relevant inputs, documents and drawings etc. for approval within 8 (eight) weeks.

3. The planning, designing of the project shall be done by the Project Management Consultant as per National Building Code, BEE, BIS, CPWD specification for 5 Star GRIHA rating of proposed projects mentioned in the Table-1 above and in the tender documents. Project Management Consultant shall prepare architectural concept and other services drawings in 5D building information modeling as per the scope of works /required by Public Authority. The architectural structural drawings, Mechanical, Electrical and Plumbing (MEP) shall be got proof checked by IIT Khargpur/IIT Delhi/IIT Madras/IIT Bombay/SERC Roorkee and from a certified GRIHA Consultant.
4. No additional expenditure over and above the approved project cost shall be incurred by 'Project Management Consultant' without prior approval of 'Public Authority'.
5. Project Management Consultant shall invite open tenders on engineering, procurement & construction (EPC) mode as per manual of procurement of works 2019 and CPWD General Condition of Contract, 2022 EPC.
6. Detailed Cost Estimates containing the detailed specifications and quantities of various items prepared on the basis of the schedule of rates maintained by CPWD or other Public Works Organizations shall be prepared by Project Management Consultant.

### **C) Payment Terms & Release of Funds:**

1. Project Management Consultant shall execute the project on "Fixed cost of Rs.129.79 Crore" on behalf of Public Authority and payment shall be released to Project Management Consultant as per the achievement of milestone(s) as mentioned in the tender document.
2. The expression 'fixed cost of work' shall include the following:
  - a) All the final payments made to the contractor(s), sub contractor(s), vendors / supplier(s), etc as agreed upon in the tender for the construction of all the buildings, services, related facilities etc.

- b) All costs of materials acquired for the Project and used on the work, either directly or through the contractor(s) including storage charges, carriage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the Public Authority.
- c) All cost of labour and manpower deployed on the Project works by the PMC on its own or through labour contractors or even its own manpower provided to contractors for execution of the works.
- d) All cost of site survey, soil testing charges, laboratory charges for testing of any material, manufactured or built items including the cost of carriage of samples to and from the laboratory.
- e) The cost towards vetting of design/drawings from any reputed institute (including Indian Institute of Technology) and/or their services for consulting any matter concerning the Project.
- f) The contingency towards watch & ward staff, electricity and water charges construction of site office, other field requirements etc.
- g) All monetary liabilities of the PMC towards the contractors/ sub-contractor, suppliers and other agencies to the extent these falls within the definition of actual cost as may be left outstanding at the time of payment of final bill provided they have been accepted by the PMC as balance payment against final bill of these agencies.
- h) All additional costs as payable to contractors /vendors/labors etc on account of risk & cost action against contractor.
- i) All liabilities arising out of any court decree or arbitration award and /or any additional costs transpiring due to the direction of any court/tribunal /statutory body and/or any other legal costs including but not limited to the cost of hiring advocates, getting legal opinions, filing of pleadings etc. for the purpose of initiating on behalf of, or defending, itself or the Public Authority in any suit or arbitration, in respect of any dispute arising out of the Project works done or to be done and/or freeing the site of all encumbrances and/or charges.

This sub-clause only addresses disputes/arbitrations/suits with any or all of the contractors or any other person(s) body/authority. Nothing in this sub-clause shall be construed to cover any disputes/arbitrations/suits between the Public Authority and the Project Management Consultant, in which case, each party shall bear its own costs.

3. The fixed cost of work shall not include:
  - a) Cost of land; and
  - b) Cost paid by the Public Authority to local government or any other statutory body or bodies for getting approvals for the project etc.
4. Any future tax liability arising out of statutory amendments in laws, government notifications etc. shall be paid by Public Authority to Project Management Consultant.
5. In case of non-receipt of the payment , any extra cost incurred by PMC on operation of GST law applicable from time to time including but not limited of reversal of Input tax credit and interest thereon , such extra cost shall have to be reimbursed to PMC by the Public Authority.
6. The payments by the Public Authority shall be made by transfer of funds in a bank account of PMC through PFMS mode.
7. The Public Authority shall give initial deposit of 10% (Ten percent only) interest free advance of the approved project cost on signing of the agreement with Project Management Consultant.
8. Further Public Authority shall release additional deposit upto 10% of project cost to Project Management Consultant within two weeks of award of EPC contract on the basis of specific request made by them in this regard along with proper reasons and justifications acceptable to Public Authority.
9. Project Management Consultant has agreed to charge its fee in terms of lumpsum service charge of Rs..... (excluding GST) for execution of the project.
10. 'Public Authority' shall release phase wise payment as per the provisions of tender document.
11. The 'Project Management Consultant' shall be responsible for certifying and making payment of bills of the contractors/ agencies engaged by them and make available final statement of accounts in standard format to 'Public Authority' and also provide copies of final bills for all contract packages and other expenditure incurred related to project construction upto the completion work. In addition, whenever 'Public Authority' ask for any other details from 'Project Management Consultant' regarding utilization of fund of any stage, detailed estimates, technical sanctions, award of works, running bills etc, the same shall be provided by ' Project Management Consultant' readily.

12. The Project Management Consultant shall settle compensation/ levies, if so related to the Project works, under Workmen's Compensation Act or any other Act or Law of the Central or the State Government.

**D) Execution of Work:**

1. The 'Project Management Consultant' shall obtain necessary Statutory Approval/ Permission/ Clearances/ Certificates from the concerned local bodies & Statutory Authorities like district authorities, municipal corporation, Panchayati Raj Institutions, Town Planning Board, Electricity Board, Fire Department, State/ Central Pollution Control Boards, State/ Central Environmental Authorities, Forest and Wild life authorities etc.(for e.g. removal of trees, re-locating utilities, conversion of railway level crossings, laying of railway sidings needed by the work; rehabilitation and resettlement of persons affected by the work; traffic control; mining of earth and stone; interfering protected monuments; blasting permission, environmental/ forest/ wildlife clearances; and shifting of religious shrines etc.) to start the work. The 'Public Authority' shall be responsible for providing all assistance to 'Project Management Consultant' in this process. Also, PMC shall inform in writing to Public Authority on above matter during the contract period as required.
2. 'Public Authority' shall make the work site available free from encumbrances to 'Project Management Consultant'. Work shall not be awarded by Project Management Consultant to contractor till all statutory approvals/certificates/permissions required for taking up the work are in place.
3. 'Project Management Consultant' shall permit 'Public Authority to inspect, monitor the works, either itself or through third party as and when it desires for assessing actual progress and quality of construction and any other aspect.
4. 'Public Authority' shall ensure free access for 'Project Management Consultant' staff/ employees and their workers working at work site.
5. 'Project Management Consultant' shall ensure adequate availability of men & material by their contractors for execution and timely completion of the project in the prescribed timeline of 18 months as mentioned in the tender documents.
6. Project Management Consultant shall submit the samples of materials for the project to Engineer-In-Charge of Public Authority for approval prior to procurement of all materials through contractors/agencies for the construction activities.
7. 'Project Management Consultant' shall ensure that its contractor(s) implement required Health, Safety & Environmental (HSE) practices at the construction sites and they also comply with all statutory obligations related to workman deployed at the construction site. 'Project Management Consultant' will act as principal employer



in respect of all statutory obligations related to workman deployed or the site in execution of the work.

8. 'Public Authority' shall permit to the 'Project Management Consultant' all utilities required for construction e.g. drawl of Ground Water, obtaining electricity connection, putting up labour Camps/ huts inside the available space for facilitating construction by contractors engaged by 'Project Management Consultant'. 'Project Management Consultant' shall co-ordinate in obtaining permission, if any, of local bodies in this regard.
9. As soon as the work is allocated, 'Project Management Consultant' shall prepare and submit to 'Public Authority' an integrated program chart in 5D building information modeling software for the execution of work showing clearly all activities from the start of work to completion with details of manpower and other input information required for the fulfillment of the timelines given therein. 'Project Management Consultant' will intimate 'Public Authority' about the Project Team deployed both on-site and offsite associated with execution of the project. The program chart should, *inter alia*, includes descriptive note explaining sequence of the various activities, Critical Path Method (CPM) Network Milestones etc. This will form Base Line Program and the subsequent progress of the work shall be reviewed with reference to this during periodic progress review meeting preferably monthly. Any increase in time period from the Base Line Value shall be construed as Time Overrun.
10. 'Project Management Consultant' shall be responsible for providing physical progress reports to 'Public Authority' in the form of CPM Network or otherwise on monthly basis for reviewing the progress of the work vis-à-vis Base Line Program in 5D building information modeling software at every fortnight (15days) and taking all necessary remedial actions, after taking into account 'Public Authority's observations made in respect of quality and progress of the work during the monthly/ periodic Project Review Meetings and to ensure timely completion of work and within approved project cost of Rs.129.79 Crore.
11. 'Project Management Consultant' shall also be responsible for providing to 'Public Authority' Financial Progress Reports of the project and up to date expenditure incurred on the works on monthly basis along with certificate of utilization of fund against fund earlier released to 'Project Management Consultant' by 'Public Authority'.
12. 'Project Management Consultant' shall be responsible for total project management including day to day supervision of works, maintenance of all project records and executing the works as per prescribed guidelines, CPWD specifications, National

Building Code and GRIHA norms, OSHAS, Bureau of Energy Efficiency (BEE) standards, Books of Specifications etc. and also in accordance with relevant and extant provisions of General Financial Rules (GFR) 2017 and Manual of Procurement of Works 2019 as amended from time to time and as applicable.

### **E-I. Project Management, Cost and Time Control:**

1. 'Project Management Consultant' shall implement a system of 'Project Team Concept' with dedicated group of engineers under single and unified command for implementation of projects from concept to completion and call tender on EPC mode as per tender conditions. 'Project Management Consultant' shall be obliged to adopt all the above said measures to successful completion of the works within approved fixed cost and agreed time period. The dedicated group of engineers shall be deployed full time till completion of work and shall not be transferred to other site without approval of executive engineer of Public Authority. In case of transfer of engineer without approval of executive engineer 0.5% lump sum service charge of PMC penalty will be levied for each month.
2. 'Project Management Consultant' shall be responsible for managing the Project from concept to completion effectively and efficiently to ensure desired/ proportionate pace of progress and completion of work is achieved progressively vis-à-vis approved Plans & Specifications and in Terms and Conditions of the MOUs and agreed milestones and timelines and project cost of 129.79 Crore , taking with due diligence all required pro-active remedial measures including provision of stringent and elaborate enforceable clauses to this effect and also making time as the essence of contract in the Bid and Contract documents. 'Project Management Consultant' shall provide for clauses in the contract and established procedure to recover liquidated damages from their contractors / agencies. The liquidated damages recovered from the contractors for delay, if any, shall be credited to 'Public Authority' in the project accounts.
3. At any time, it appears to 'Public Authority' that the actual progress of the work does not conform to the approved program referred above and intimated to 'Project Management Consultant' by 'Public Authority', detailed reasons and justifications for such delays shall be examined by 'Public Authority' to re-Schedule the Program, if any. Progress Review meetings preferably monthly shall be held between 'Project Management Consultant' and 'Public Authority' for reviewing the progress of works based on baseline program/ milestones etc. in 5D building information modeling software and also for resolving coordination issues, if any including fixing priority of same works, facilities and services for their early completion and handing over to 'Public Authority' for putting item to use for intended purpose. 'Project Management

Consultant' will also designate a nodal officer in respect of specific work for coordinating with 'Public Authority' and contractor engaged by Project Management Consultant for technical clearance and execution of the work within the approved cost. Such designated nodal officer shall be suitably empowered and authorized to take decisions in the work related issues so that delays are minimized for achieving timely completion of the work.

4. Project Management Consultant shall be responsible for readdressing and complying with the observations of CTE/CVC, Auditors, Statutory Authorities, Local Bodies, Municipal Corporations etc. pertaining to the work under intimation to Public Authority .Providing all work related information promptly to Public Authority for replying to parliament questions, queries from various constitutional and statutory authorities.
5. Project Management Consultant shall handover to Public Authority or its authorized representatives i.e The Registrar completed work including all services and faculties constructed in accordance with the approved plans, specifications fulfilling all techno-functional requirements agreed with CUO along with inventory, As built drawings in hard copy and soft copy in .ifc format /open standard format, maintenance manual/Standard Operating Procedure (SOP) for equipment and plants, all clearances/ certificates from statutory authorities, local bodies etc. along with project completion report (PCR), in UGC format.

#### **E-II. Liquidity damages:**

1. PMC shall be required to complete the construction of Project within the period stipulated i.e 18 months..
2. In case of delay of project is solely attributable to the PMC, the PMC shall be liable to pay as damages to "Public Authority" and penalty will be levied as a sum calculated @ 0.5% (Zero point Five percent) of for each week of delay, subject to a maximum of 5% (Five percent) of the tendered project cost.

#### **F. Disputes, Enquires and Queries:**

1. 'Project Management Consultant' shall be responsible for observing due diligence and adopting all possible measures at various stages of work execution so as to avoid arbitration/ litigation and other hindrances and the work is completed within optimum cost and time in hassle free environment.
2. 'Project Management Consultant' shall be responsible for defending all arbitration and court cases arising out of execution till the works end examining the arbitration award/ decree of court or law/ liability by appropriate authority in 'Project Management Consultant' and forwarding the same along with a comprehensive

report on the circumstance leading to the arbitration/ court cases and the reasons and justification as to why an appeal against such awards/ decrees was not considered necessary briefing out inter-alia details of the award and clear cut recommendations.

3. 'Public Authority' shall settle and pay the final claims which may be decreed by a court of law, tribunal or by award of an arbitration in relation to the work, based on order of court of law, tribunal or by award of an arbitration.
4. 'Project Management Consultant' shall be wholly responsible for redressing and complying with the observations of CTE/ CVC, auditors, statutory authorities, local bodies, municipal Corporation etc. pertaining to the work under intimation to 'Public Authority' and for replying all work-related information promptly to Public Authority for replying to parliament questions, queries from various constitutional & statutory authorities.
5. The Project Management Consultant shall be fully responsible to defend any suits or arbitration / court cases on behalf of Public Authority arising out of project in connection with the work between the PMC and its contractor(s) and any award/decreed during the construction stage or post completion of work, shall be borne by Project Management Consultant and no claim will be admissible by Public Authority.

#### **G) Applicable Law and Arbitration:**

1. This agreement shall be construed and governed in accordance with the guidelines of GFR 2017 amended from time to time, manual of procurement for consultancy and other services 2017, manual of Procurement of works 2019 and CVC guidelines revised from time to time.
2. In the event of any dispute or difference relating to interpretation and application of the provisions of contract between Public Authority & Project Management Consultant, such dispute or difference shall be taken up amicably by both the parties for resolution through discussions/mutual agreement involving senior officials from both the parties. As dispute resolution mechanism for implementation of the provisions of this MOU, at the first instance the issues involved shall be brought before Executive Engineer of 'Public Authority' and concerned Nodal officer of 'Project Management Consultant' for their resolution. In case, however, disputes/ differences between the parties do not get resolved, the matter shall be escalated to higher level official in 'Public Authority' & Concerned Senior Official of 'Project Management Consultant' who shall be above the level of Executive Engineer in the respective organizations.

3. During the pendency of the dispute resolution, proceedings, both the parties (i.e. Public Authority & PMC) shall continue to perform their contractual obligations.
4. If an amicable settlement is not forthcoming, recourse may be taken to the settlement of disputes through arbitration as per the Arbitration and Conciliation Act 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015.

#### **H) Force Majeure:**

1. Should the fulfillment of the present AGREEMENT be infringed due to hostilities, embargo, blockages, strike, and restraint by Govt. or any other contingency beyond either party's control i.e. due to Force Majeure such as Acts of God, severe earthquake, cyclone (except monsoon), floods, lightning, land slide, fire or explosions, plague or epidemics/pandemics, strikes, lockouts (lasting more than 14 consecutive calendar days), sabotage, blockade, war riots, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military usurped power or confiscation or trade embargoes or destruction of requisition by order of any Government or any Public Authority etc., the parties shall not be responsible for the fulfillment of their respective obligations mentioned in the tender document and present agreement.

Upon the occurrence and cessation of any such contingency, the party suffering there from shall immediately give the other party notice, in writing, within fifteen (15) days of such occurrence or cessation and the representatives of the parties shall immediately consult each other and agree upon the measures to be taken.

2. If Force Majeure conditions persist for a continuous period of six (6) months and makes further performance of this AGREEMENT impossible, the parties shall meet to reach an agreement for continuation, modification or termination of this AGREEMENT within a further period of six (6) months and the parties will develop a mutually satisfactory solution.
3. Force majeure shall not include
  - Any event which is caused by the negligence or intentional action of a party or by such party's agent/employee.
  - Any event which a diligent party could reasonably have been expected both to take into account at the time of signing of the MOU and devoid or overcome with utmost persistent efforts in carrying out its obligations hereunder.

- Force majeure shall not include insufficiency of manpower or rain or storm.

### **I) Completion and Handing over of Completed Works and Facilities:**

1. The date of start of the work shall be reckoned from the date of handing over the encumbrance free site.
2. The work shall be completed in all respect within a period of 18 months decided upon from the date of handover of site. The approved cost of the project is Rs.129.79 Crore and duration for completion of the project is 18 months. The bidders shall provide their services as Project Management Consultant for a period of 18 Months or till the completion of the project whichever is later with fixed lumpsum service charge for execution of work.
3. Project Management Consultant shall submit completion report with as built drawings during handover of buildings to the Public Authority within 60days of completion of project.
4. The defect liability period of this project shall be 12 months after completion of work or handing over of possession or taking over of part works, whichever is earlier.
5. On completion of the work, a Project Completion report (PCR) shall be submitted by 'Project Management Consultant' duly bringing out the final project Completion Cost, Total Time period taken to complete the work and also completed project components as against the approved cost, time and project components. The PCR shall be submitted along with final project accounts including return of unspent balance amount to 'Public Authority' within one month of date of handover of site to Public Authority.

### **J.) Contract document & language:**

This AGREEMENT shall be drawn up in one(1) original in English and to be retained by Public Authority and a copy will be issued to Project Management Consultant.

English shall be binding and controlling language for meaning and interpretation of the AGREEMENT by both the Parties. English shall be used for information, design, drawings documents, reports given to each other by the parties hereto. All communications between Project Management Consultant and Public Authority shall be in English language.

### **K.) Termination of MOU:**

1. If 'Public Authority' decides to terminate this MOU or decides to drop/ abandon the work after substantial preliminary work has been done by 'Project Management

Consultant' on the work, both 'Project Management Consultant' and 'Public Authority' shall mutually decide the loss incurred by 'Project Management Consultant' for payment by the Public Authority to the former. In case of abandonment of project/ work by 'PMC' during construction stage, 'Public Authority' will not pay to 'Project Management Consultant', any other sums due to them for work ongoing or executed by PMC.

#### **L) Miscellaneous:**

1. The agreement shall be valid for a period of 18 Months from the date of signing this of this agreement/MOU till the completion of the defect liability period.
2. Individual and joint responsibilities of the parties shall be as per clauses mentioned above.
3. In the event of conflict of opinion with regard to interpretation of this agreement/MOU and tender document, the opinion of the public authority shall be final and binding.
4. No assignment, cessation or transfer of any right or obligation arising under this agreement shall be made by one party, without the previous written consent of the other party. Any such transaction or violation of this provision shall be null and void.
5. Conflict of interest: Unless otherwise agreed in writing by Public Authority, Project Management Consultant and his personnel shall not receive remuneration in connection with the project except as provided for in this agreement project management consultant shall not engage in any activity or provide service to any other third party, involved directly or indirectly in the project, which might conflict with the interests of Public Authority under this agreement.
6. Waiver: The failure of either party to enforce any right hereunder shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said party whether of a similar nature or otherwise.
7. Jurisdiction: Public Authority and Project Management Consultant hereby agree that the Courts in the District Court, Koraput alone shall have the Jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and works covered herein, related application shall be filed in the concerned Courts in the aforesaid District Court, Koraput.

#### **M) Correspondence / Notice:**

Any notice or other communication which may or which is required to be given under this Agreement shall be sent by E-mail or by registered post/ courier to the addresses given below or to such other address which may be designated by either

party by written notice to the other as the address to which notices and communications shall be sent.

**To**

**To**

**Central University of Odisha**

NAME OF THE PMC

Sh.....

Sh.....

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**N) AMENDMENT**

The terms and conditions of this MoU may be amended or modified by mutual consent of both the parties. No amendment in terms & Conditions of the MoU shall be valid and effective unless it is in writing and duly signed by authorized representatives of 'Public Authority' and 'Project Management Consultant'. Each party shall give due consideration to any proposal for amendment/ modification made by other party with proper justifications thereof.

In WITNESS WHEREOF, the parties signify this MoU by the signatures of their duly authorized representatives.

The effective date of the Agreement shall be from .....and valid upto completion of defect liability period of the work i.e. ....

For & on behalf of Project Management Consultant  
Authority

For & on behalf of Public

**Signature :**

**Signature**

**Name :**

**Name :**

**Designation:**

**Designation:**

**Witness 1:**

Signature:

Name:

Designation:

Date:

**Witness 1:**

Signature:

Name:

Designation:

Date:



Place:

**Witness 2:**

Signature:

Name:

Designation:

Date:

Place:

Place:

**Witness 2:**

Signature:

Name:

Designation:

Date:

Place: