

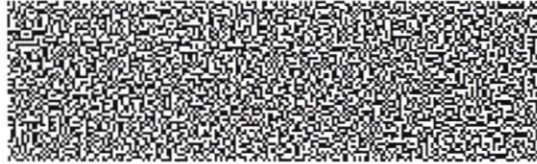
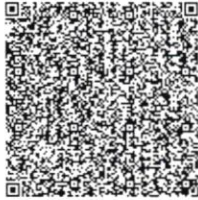


INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA37391384480330X
Certificate Issued Date : 22-May-2025 11:02 AM
Account Reference : NONACC (FI)/ kakscsa08/ KALABURGI1/ KA-GU
Unique Doc. Reference : SUBIN-KAKAKSCSA0897152804625598X
Purchased by : REGISTRAR CENTRAL UNIVERSITY OF KARNATAKA KALBURAG
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : REGISTRAR CENTRAL UNIVERSITY OF KARNATAKA KALBURAG
Second Party : CPWD EE HUBBALLI
Stamp Duty Paid By : REGISTRAR CENTRAL UNIVERSITY OF KARNATAKA KALBURAG
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



**MEMORANDUM OF UNDERSTANDING WITH CPWD FOR DEPOSIT WORKS FOR
CONSTRUCTION OF CUK HEFA PHASE-II WORKS at KALABURAGI.**

This Memorandum of Understanding for deposit works made at KALABURAGI on 25.08.2025, between CENTRAL UNIVERSITY OF KARNATAKA, AT KALABURAGI through its Registrar, Central University of Karnataka, Kalaburagi, (E-mail: rregistrar@cuk.ac.in PHONE NO +08477-226702), herewith called 'CUK' and the term 'CUK' shall mean and include its administrator, executors and assignees on ONE PART

Manjunath R. N. 25/8/25

AND

MANJUNATH R. N.
Executive Engineer
C.P.W.D. HUBLI-580030.

कुलसचिव / REGISTRAR
कर्नाटक केन्द्रीय विश्वविद्यालय
Central University of Karnataka
कलबुरगि / KALABURAGI

Page 1 of 5

CPWD through its Executive Engineer (EE), HUBLI Division, having its office at, SHIVSHEEL MULTIPLEX COMPLEX, Opp. NEW BUS STAND, GOKUL ROAD, HUBLI PIN-580030 (E-mail: hubeehcd.cpwd@gov.in PHONE NO.: 0836-2232009) OTHER PART

WHEREAS, the client has agreed to entrust the work Project relating to HEFA PHASE-II includes the following deliverables, at CUK Campus Kalaburagi.

1. Construction of Hostel for Boys of 500 Capacity (G+3).
2. Construction of Hostel for Girls of 500 Capacity (G+3).
3. Construction of two Dining Halls one each for Boys and Girls Hostels.
4. Construction of Type V quarters 14 Nos in 1-block, (G+3).
5. Construction of Physics, Computer Science and Maths department building (G+3).
6. Construction of Chemistry and Life Sciences department building (G+3).

All the above works referred to as "Project" entrusted to CPWD on the terms and conditions set forth hereinafter and WHEREAS the CPWD through its Executive Engineer/Project Manager has agreed to undertake and complete the work /project accordingly. Apart from the above projects, CPWD should carry out any other work assigned to it subsequently.

NOW, IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER:

1.0 Responsibility of CPWD:

- 1.1 CPWD as an executing agency for the aforementioned works as part of the Project shall carry out the entire planning and construction for the intended use of the client including project management, quality assurance, third party supervision and related services. The CPWD shall determine and employ agencies calling tenders as per the CPWD norms and codes who will be called herein after as 'Contractors.'
- 1.2 The CPWD shall supervise execution of works in all the stages of work like drawings, estimates, technical sanctions, allotment of works to prospective contractors, in-house and external quality control, billing and payment of bills, affecting statutory TDS and filing statutory tax returns etc. The CPWD shall submit various detailed architectural drawings and service plans to Local Bodies whose approvals are required before taking up the construction works. CPWD shall make all arrangements to get such approvals early. The CUK shall sign all the documents necessary for such approvals for submission to Local Bodies and to pay all the processing charges/fees to the Local Bodies.
- 1.3 CPWD shall not deviate from the specifications as mentioned in the preliminary Estimate.
- 1.4 CPWD shall submit requisitions for funds based on the progress of works and payments to the Agencies along with timely submission of Revised Estimates, as per the CPWD norms and regulations.
- 1.5 Any dispute arising out of operation of the contract(s) may be subject to arbitration as provided in the contract agreement between the contractor and CPWD. CPWD will defend the arbitration proceedings as best as it can and get the Arbitrator's award examined by an

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appropriate authority. The decision of the competent authority in CPWD to accept the award or to challenge the same in a Court of Law will be binding on CUK.

- 1.6 The client department should ensure that adequate funds are available with CPWD for execution of the works, to release timely payments to Agencies. The CPWD shall make all efforts to complete the works in time.
- 1.7 CPWD shall complete the work within the stipulated period 24 months. In case there is any delay in activities to be carried out by the external agency or due to factors beyond the control of CPWD, the time for completion of the work will be suitably modified. CPWD shall hand over the completed buildings to CUK along with, a set of Approvals of the Local Bodies, Built-in drawings, Service plans and Completion Certificate. In case of delay by the tendered agency in achieving regular milestones, then the CPWD shall impose fine under intimation to the CUK as per agreement conditions.
- 1.8 The defect liability period shall be 36 months from the date of completion of works as per CPWD General Conditions of Contract. However, the Defect Liability Period for the water borne Items and any Leakages shall be 60 months.
- 1.9 The CUK shall constitute a building works committee (BWC) with the domain experts and the committee shall inspect the work at regular intervals. The CPWD shall attend the observations made by the BWC.
- 1.10 The CPWD should establish the Project Division Office in the Campus, well-before the award of Tenders to the agencies.
- 1.11 The CPWD should assist for the inspection of works by the PMU at regular intervals and Superintending Engineer should attend its review meetings.
- 1.12 The CPWD shall make arrangements through contractor for safe custody of CUK's properties as well as all material used by them on the work. CUK is not responsible for any theft, misuse, loss etc.
- 1.13 The CPWD shall make arrangements through contractor for safety of labour employed and to pay workmen's compensation if any. However, the contractor may make arrangements for obtaining insurance of the workmen as per the norms and CPWD shall deal with the situation as per norms.

2.0 Responsibility of CUK:

- 2.1. Assurance of funds for the full sanctioned cost of the work as worked out by CPWD shall be given by CUK while issuing the A/A & E/S of the work. If additional funds are required, the same may have to be provided by CUK based on the revised estimate submitted by CPWD but limited to RE amount only.
- 2.2 CUK should hand over vacant possession of land/site to CPWD for the project free of encumbrances or charges. CPWD may, if so required, take responsibility for demolition/disposal of existing buildings/structures and for clearance of site.

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- 2.3 Funds for making payment for all the awards which may be decreed by a Court of Law, Tribunal or awarded by an Arbitrator in relation to the work, will be made available by CUK in spite of it not being a party before the Court, Tribunal or Arbitrator. Such payment will be in addition to the payments made to the contractor for execution of work.
- 2.4 CUK shall designate a suitable empowered nodal officer for coordinating with CPWD during the stipulated construction period and CPWD shall communicate with the said designated nodal officer only after obtaining CUK's approval and the said nodal officer shall keep CUK timely informed about any decisions, remedial measures taken if any in unforeseen circumstance or understanding arrived at with CPWD for unhindered completion of the project and CPWD shall maintain transparency on this point and the nodal officer shall obtain written approval from CUK for having acted beyond, to remedy any foreign, unanticipated external problems, faced between the parties to this MOU.
- 2.5 CUK will help the CPWD in the following:
- Providing site (within the campus) for labour huts of contractors at free of cost. However, such housing arrangements is the responsibility of the contractor as per labour mobilisation and labour amenities as provided under norms.
 - Providing free access to contractor's materials and labour to the site of work.
 - Providing electricity connection for execution of work on payment of usual charge.
 - Sanction and release of load from the concerned Electricity Board/Authority.

3.0. PAYMENT TERMS:

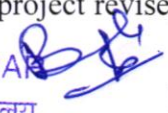
3.1. Schedule of payment

10 % of the approved cost as 1 st Installment	Within 2 weeks signing of Memorandum for deposit works or within 2 weeks of A/A & E/S, whichever is later.
10% of the approved cost as 2 nd installment	Within 15 days of award of work order by CPWD
Balance amount	In instalments*, within 15 days of the demand raised by CPWD duly enclosed with statement of expenditure in Form 65

*** Note: CPWD should submit utilization certificate for the amount spent for the said work before every instalment is raised.**

- 3.2. The CPWD shall submit expenditure/utilisation statement of the project every month.
- 3.3. In case of cost revision up to 10% of the AA&ES on the advice of the University, for such work CUK shall arrange the funds to that extent of excess upon a written request from the CPWD, without requiring the submission of revised estimate. However, in case of any cost revision in excess of 10% of the AA&E/S, the CPWD shall submit revised estimate to CUK to accord for the revised A/A & E/S and fund thereof. However, the project revised estimate


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shall be submitted irrespective of percentage variation as and when necessary, since it is funded by HEFA.

4. Force Majeure:

Either party will be excused from performance of this Memorandum to the extent that performance is prevented by occurrence of causes beyond the control of and without the negligence of the party claiming such excuses. Such causes include, without limitation strikes, go-slow or other concerted acts of workmen, acts of God, war, fire, explosion, action of elements, flood, epidemic, riot, blockade, civil disturbance, Government restrictions, etc.

5. Amendments to the Memorandum of deposit works:

This memorandum is the sole repository of the terms and conditions agreed upon between the parties and, no amendment thereof shall take effect or be binding on CUK and CPWD, unless such amendment is authorized by CUK and CPWD together, and, is recorded in writing duly signed by the authorized representatives of CUK and CPWD, ADG Bengaluru.

6. Arbitration and Dispute Settlement:

If any dispute arises between the two parties regarding implementation of the extant terms & conditions of the memorandum, or any other matter incidental to or connected with the subject matter of the memorandum, such dispute shall be resolved as far as possible amicably by mutual consultations, using the good offices of CUK and Superintending Engineer/Additional Director General, CPWD, or, their respective nominees. In case, such disputes are not possible to be resolved amicably, then decision arrived as per the latest norms/guidelines of Government of India in this regard shall be final and binding on both the parties.

IN WITNESS WHEREOF, the parties signify this MOU by the signatures of their duly authorized representatives.

For & on behalf of CPWD

Signature  25/8/25

Name **MANJUNATH R. N.**

Designation **Executive Engineer
C.P.W.D. HUBLI-580030.**

For and on behalf of CUK

Signature  25/8/25

Name: Registrar **कुलसचिव / REGISTRAR**

Designation **कर्नाटक केन्द्रीय विश्वविद्यालय
Central University of Karnataka
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Witness 1  25/8/25

Signature  25/8/25

Name **J. SHIVARAJ**

Designation **ASSISTANT ENGINEER**

Witness 2  25/08/2025

Signature  25/08/2025

Name **Mr. Shivkumar Snigiri**

Designation **Estate officer**

Date: **25/8/2025**

Place: Kalaburagi (Karnataka)