

JAMMU AND KASHMIR
OFFICE OF GENERAL MANAGER(K)PROJECTS CONSTRUCTION CORPORATION LIMITED
(J&K STATE GOVERNMENT UNDERTAKING)

HEAD OFFICE:
HAFT CHINAR, (NEAR SHER -
GARI POLICE STATION
SRINAGAR, KASHMIR-190009

e-mail:gmkk@jkpcc.com
PH OFFICE: 0194 - 2313946
FAX NO: 0194 - 2313946

No: PA/G.M/K/21/ 215-18

Dated: 15-4-2021


✓ The Register,
National Institute of Technology,
Srinagar.

Sub:- Memorandum of Understanding.

Sir,

We are enclosing the Memorandum of Understanding duly accepted and signed by the undersigned on behalf of JKPC for favour of your information and further necessary action.

Yours faithfully,


General Manager (K),
JKPC Ltd. Srinagar.

Encl:- *(4) original*
Copy to the:

1. Executive Director, JKPC Ltd. Jammu for favour of information.
2. DGM-Srinagar JKPC Ltd. for inf. along with photo copy of MOU.
3. Technical Officer to MD JKPC Ltd. for inf. along with photo copy of MOU.

Memorandum of Understanding

This Memorandum of Understanding (MoU) is executed at Srinagar on this ~~07-04~~ day of April 2021, "(hereinafter referred to as the Effective Date)" between

National Institute of Technology Srinagar, a Centrally Funded Technical Institute, established under National Institutes of Technology Act, 2007, having Educational Campus & Administrative Offices at Hazratbal, Srinagar, J&K-190006 (hereinafter referred to as the NIT Srinagar & acting through its Registrar as its "Signing Authority", which expression shall, unless excluded by or repugnant to the context be deemed include its successors-in-interest and assigns) of the FIRST PART.

and


Jammu & Kashmir Projects Construction Corporation Ltd. is a Public Sector Undertaking, established vide Govt. order No: E-65-WIP of 1965 dated 09.02.1965 & incorporated under J&K Companies Act 1977, (hereinafter for the sake of brevity referred to as "JKPCC", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and permitted assigns) of the SECOND PART,

NIT Srinagar and JKPCC are hereinafter individually referred to as "Party" and collectively as "Parties",

Whereas;

National Institute of Technology Srinagar is a public engineering and research institution, governed by the National Institutes of Technology Act, 2007. It is the 7th in the chain of 17 NITs established and is leading engineering and research institute.

NIT Srinagar & JKPCC are desirous of entering into a mutually beneficial MoU in the spirit of intellectual Cooperation, scholarly exchange and development of national partnership.



NOW THIS MOU WITNESSETH AS FOLLOWS:

A. Consultancy for Proof Checking & Vetting of Projects.

- I. NIT Srinagar shall provide cooperation & consultation to JKPCCL for for proof checking & vetting of projects entrusted to JKPCCL Ltd.
- II. NIT Srinagar shall provide consultancy services to JKPCCL for proof checking/vetting of structural drawings at the rates of 0.25% of Civil Cost of the project/s including all taxes. (structural part of civil cost). *cap.*
- III. Day to day implementation of this Agreement will be coordinated by the following;
O/C Structures as Coordinator NIT-Srinagar and
General Manager, Kashmir as coordinator from Ltd.
Any change of coordinators will be with mutual consent of Departmental Heads of both the Institutions

B. General Provisions

- I. **Validity of Agreement:** This arrangement shall be effective up to maximum of two years, starting from the date of signing of the Agreement and its continuance will be subject to annual review of the scheme and deliverables.
- II. **Resolution of dispute:** Any dispute between the parties arising in connection with the performance of this MoU shall be resolved amicably between the parties through a process of negotiation by the representatives of both the parties.
In case the dispute is not resolved, then it shall be referred to and be resolved through final and binding arbitration. Any decision reached by the Arbitrator shall be final and binding.
The Director, NIT Srinagar shall act as the Arbitrator for the purpose.
- III. **Termination:** Either of the parties, in their sole discretion, by giving prior notice of one month to the other party, may terminate this agreement without assigning any reason.
- IV. **Severability:** The construction, interpretation and enforcement of this MoU shall be governed by the present judicial laws ^{in force} available. Should any portion of this MoU be judicially determined to be illegal or

Handwritten signatures and initials

unenforceable, the remainder of the MoU shall continue in full force and effect, and either party may re-negotiate the terms affected by the severance

- V. **Limitation:** No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this MoU.
- VI. **Amendments:** Each party may request changes to this MoU. Any revisions which are mutually agreed upon by the parties to this MoU shall be incorporated in a written instrument. The amended agreement shall take effect when executed and signed by all parties to this MoU.
- VII. **Force Majeure:** The usual force majeure clauses and conditions shall apply to any time bound projects or tasks or assignments undertaken by either party on behalf of the other party.
- VIII. **Miscellaneous:** It is expressly agreed that First Party and Second Party are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.
- IX. The use of the name, logo and/or official emblem of any of the Institutions as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of either Institution.
- X. The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.
- XI. If at any time either party is unable to perform their duties or responsibilities under this MoU consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide

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written notice to the other party to establish a date for resolution of the matter.

In witness whereof, the parties to this MoU through their duly authorized representatives have executed this MoU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MoU as set forth herein.

The effective date of this MoU is the date of the signature last affixed to this page.

JKPCC Ltd.

By

Managing Director



01/04/2021
General Manager

JKP Projects Construction Corporation
Kashmir

**National Institute of Technology,
Srinagar**

By

Registrar NIT


01/04/2021
Registrar
National Institute of Technology
Srinagar, (J&K)