

MEMORANDUM OF UNDERSTANDING (MOU)

TOPOGRAPHICAL SURVEY AND CONTOUR MAPPING OF KHURJA-STPP

1.0 Preamble

This Memorandum of Understanding (MOU) between THDC India Ltd., (hereinafter called as THDCIL) and the Department of Civil Engineering (hereinafter called as CED) of Indian Institute of Technology Roorkee (hereinafter called as IITR), is for Topographical survey and contour mapping of Khurja-STPP (Area-1201 acres approx).

2.0 Scope of MOU

2.1 Objective

The main objective of this consultancy work is preparation of following maps through UAV/DGPS RTK:

1. Topographical Map in scale 1:2000 showing major landmarks viz. Aligarh Drain, National Highway, Project Land Boundary etc., and
2. Contour Map with CI of 0.2 m (Area 1201 acres approx).

2.2 Obligations of CED, IITR

1. Topographical Map: Scale 1:2000 showing landmarks viz. Aligarh drain, National Highway, Project Land Boundary etc. in soft and two hard copies.
2. Contour Map of Khurja STPP: Contour interval 0.2 m (Area 1201 acres approx) in soft and two hard copies.
3. Total 31 nos Reference Pillars are present at site (03 Survey of India & 28 Reference Pillars). These reference pillars are also to be shown on the prepared map.

3.0 Commencement Date & Duration of Study:

This MoU will come into force with immediate effect after receipt of **Advance Payment of 60% of Consultancy Fee by IITR**. The study shall be completed within 30 days after receipt of Advance Payment.

4.0 Consultancy Charges & Payments Terms:

4.1 The Consultancy Charges for the above work shall be Rs 11 Lakh + ST as applicable, 15% at present i.e. Rs 12,65,000.00 (Rupees Twelve Lakhs Sixty Five Thousand only). The payment is to be made by Bank Draft/RTGS in favour of "DEAN SRIC, IIT Roorkee" payable at Roorkee.

4.2 Payment Terms:

- i. 60% Advance of the Consultancy Fee of the work
- ii. 30% of the Consultancy Fee on submission of First Draft Report.
- iii. 10% of the Consultancy Fee on submission of Final Report.

5.0 Amendments to the MOU

All alterations or amendments to this MoU shall be valid only if done in writing and signed by the representatives of IIT Roorkee and THDCIL.

16/06/2020
16/06/2020 *16/06/2020*

6.0 Force Majeure

IIT Roorkee and THDCIL should indemnify either party for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as Acts of God, War, Flood, Strikes, Lockouts, Epidemics Riots, Civil Commotion etc., provided on the occurrence and cessation of any such events the party affected thereby shall give a notice in writing to the other party within one week of such occurrence or cessation. If the force majeure conditions continue for beyond six months, the parties shall jointly decide about the future course of action.

7.0 Arbitration

In case of any difference or dispute arising out of or in any way connected with any work or any thing related to any matter covered by this MoU, shall first be tried to be resolved by using good offices of Head, Civil Engg. Department and Head, Design-Civil of THDCIL. However, if such efforts fail, all such differences and disputed shall be referred to the Director, IITR or his nominee, and to the Chairman, THDCIL or his nominee for arbitration. These arbitrators shall be free to appoint a third arbitrator by mutual consent who shall act as presiding arbitrator. The decision of such arbitration shall be final and binding on both the parties. The provisions of the Arbitration and Consiliation Act 1996 or any modification or alteration thereof, shall for all purposes be applicable for such arbitration proceedings.

8.0 Correspondence:

The address of the officials responsible for correspondence related to the execution of the work is:

Kamal
Head /Principal Investigator,
Department of Civil Engineering
Indian Institute of Technology
Roorkee – 247667

RIK
27/03/2017
Executive Director (D&E)
THDC India Ltd.,
Bye Pass Road, Pragati Puram
Rishikesh – 249201

Signed on this day of **07th** March 2017.

Sarad
Witness 1. *Samrat Bohila*
H.No 267, 50th Street
Roorkee - 247667
Sangram
Witness 2. *Sangram Singh*
323, Adarsh Nagar
Roorkee - 247667

Atul Jain
Witness 1. *ATUL JAIN*
AGM (D-C&HM), THDC IL
H S Bhalla
Witness 2. *H S BHALLA*
DGM (D-CIVIL), THDCIL
RISHIKESH

1/2/2017
(Signature)
6/3/17
DEPT. CIVIL
IIT R