

**MEMORANDUM OF UNDERSTANDING**

**( M O U )**

This MOU is entered into at HYDERABAD (AP) on this \_\_\_\_\_ day  
of \_\_\_\_\_ two thousand one by and between:

Government of Andhra Pradesh represented by its \_\_\_\_\_ Sri  
\_\_\_\_\_ who is authorized to enter into this MOU /  
\_\_\_\_\_ Hyderabad a Statutory Body established under the Act  
No: \_\_\_\_\_ 19\_\_\_\_\_ of the A.P. Legislative Assembly with its office at No.  
\_\_\_\_\_ represented herein by its \_\_\_\_\_ Sri \_\_\_\_\_ who is  
authorized to enter into this MOU and hereinafter referred to as \_\_\_\_\_ which terms  
includes its successor, administrators and assigns;

**AND**

Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC), Hyderabad an  
undertaking of Government of Andhra Pradesh and registered as a Company under the  
Companies Act. 1956 having its Registered Office at No:5-9-58/B, Parishrama Bhavanam,  
Sixth Floor, Fateh Maidan, Hyderabad – 500 004 represented herein by its \_\_\_\_\_,  
Sri \_\_\_\_\_ who is authorised to enter into this MOU and  
hereinafter referred to as A.P.I.I.C which term includes its successors, administrators and  
assigns;

\_\_\_\_\_ in its land situated in Survey No: \_\_\_\_\_ Village  
\_\_\_\_\_ Revenue Mandal within the limits of \_\_\_\_\_ Gram Panchayat  
/ Municipality \_\_\_\_\_ district on its behalf for its use and benefit and APIIC has  
agreed to undertake and accept the work as an Agency function on behalf of the \_\_\_\_\_  
\_\_\_\_\_ subject to the following conditions:

1. That the \_\_\_\_\_ shall be the principal employer for all purposes and intents including for the purposes of the relevant Acts, Schemes, Rules as may be applicable from time to time like Employment Provident Fund and Misc., Provisions Act. The Contract Labour (Regulation and Abolition) Act etc., and shall comply with the requirements stipulated there-under:
2. That the \_\_\_\_\_ shall obtain all necessary permissions, approval clearances from the competent authorities for the work.
3. That the land (more fully described in the schedule hereunder mentioned) which is proposed for development / construction is the absolute property of the \_\_\_\_\_ and it is free from encroachments, litigation, claims disputes whatsoever.
4. That the \_\_\_\_\_ shall deposit the entire estimated amount/the required funds with APIIC together with Centage charges/Service Charges at 15.00% (Fifteen Percent) after signing the MOU but before publishing of the tender notice(s). The \_\_\_\_\_ is not entitled to claim for interest on the amounts deposited with APIIC. The \_\_\_\_\_ shall be liable for all cost, consequences, claims, loss, damages caused due to its delay or failure in depositing required funds with APIIC in advance.
5. That the detailed plans, estimates, drawings following appropriate specifications of A.P.S.S relevant Indian Standard, as per SSR of respective circle etc. Tender Notices, format of works Agreement etc., will be prepared by APIIC for the work and sent to. The same shall be returned to APIIC expeditiously duly communicating their acceptance for the same.
6. APIIC is at liberty to call for bids / tenders and to finalise the bids / tenders for the work or on nomination basis at not exceeding 15% excess over the estimated cost of the work without referring to the \_\_\_\_\_. If the variation in quoted rates is more than 15% of the estimate the matter will be intimated to \_\_\_\_\_.

7. APIIC shall get the work executed strictly as per the estimate, plans and specifications approved by the \_\_\_\_\_ with the deviations in work, extra items, changes in design that become necessary during execution according to site condition will be finalised by APIIC.
8. The APIIC and its officials will exercise the same powers as exercised by them in Corporation works in respect of as the work now entrusted to it as exercised by them in Corporation works as if it is an APIIC work including for preparation of plans, estimates, according technical sanctions, inviting tenders / quotations and finalisation of the same, supervision of works, arranging payments to contractors, preparing completion report.
9. The \_\_\_\_\_ hereby nominate its \_\_\_\_\_ Sri \_\_\_\_\_ as the contact person, who would deal with APIIC in all matters concerning the work.
10. The fact that APIIC was entrusted with the work by \_\_\_\_\_ on Agency basis will be incorporated suitably in tender notice, works Agreements etc.
11. In case, the expenditure over the approved estimated cost of the work is likely to go-up, Corporation will inform the same to the \_\_\_\_\_ for approval and accordingly the required funds shall be deposited by the \_\_\_\_\_ with APIIC in advance.
12. That as the APIIC accounts are subject to audit by Internal/Statutory/Accountant General Audit, the statement of accounts maintained by Corporation for the work shall be final and binding upon the \_\_\_\_\_
13. That APIIC shall furnish all relevant information to the \_\_\_\_\_ about the progress of work from time to time.

14. That APIIC is not liable for any delay in progress of the work due to shortage/non-availability of required materials like steel, cement, sand or labour / man power, natural calamities, Acts of God, riots, disturbances or due to circumstances beyond the control of Corporation.
15. The \_\_\_\_\_ hereby assures to keep APIIC harmless and undertakes to indemnify Corporation from all loss, litigation, damage, costs, consequences arisen or in relation to the work either from the Contractors (Agencies) to whom the work was entrusted or from any body else. The \_\_\_\_\_ shall implead/contest court cases, proceedings before Arbitrator, execution proceedings etc., on its behalf and also on behalf of APIIC.
16. That in case APIIC incur expenditure for the work to avoid stoppage / suspension of the work by the Contractors Agencies due to reasons like delay in depositing funds by \_\_\_\_\_ to avoid disputes, litigation claims from the Contractors, the \_\_\_\_\_ hereby agrees to reimburse the expenditure to Corporation together with service / Centage charges herein before agreed upon along with interest at 18% per annum from the date of the expenditure till actual payment by the \_\_\_\_\_.
17. The \_\_\_\_\_ shall take over the works / buildings on completion within (15) days from the date of receipt of communication from APIIC.
18. All disputes concerning and in respect of this MOU is subject to the jurisdiction of the Courts situated in twin cities of Hyderabad and Secunderabad.

FOR USER DEPT.,  
SIGNATURE &  
OFFICE SEAL

FOR APIIC LTD.,  
SIGNATURE &  
OFFICE SEAL

Note: The above **MOU** to be executed on Rs 100/- Non Judicial Stamp paper