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भारत सरकार
GOVERNMENT OF INDIA
केन्द्रीय लोक निर्माण विभाग
CENTRAL PUBLIC WORKS DEPARTMENT

कार्यालय कार्यपालक अभियन्ता
केन्द्रीय लोक निर्माण विभाग,
शिमला केन्द्रीय मण्डल-2
कनेडी कॉटेज, शिमला-171004



Office of the Executive Engineer
Central Public Works Department,
Shimla Central Division-II,
Kennedy Cottage, Shimla-171004

पत्र संख्या: 20(HPU)/या.शा./शि.क.म-2/2020
सेवा में,

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दिनांक 15/01/2020

अधीक्षण अभियन्ता,
शिमला केन्द्रीय परिमण्डल,
केन्द्रीय लोक निर्माण विभाग,
शिमला।

विषय:

Memorandum of Understanding (MOU) between the Central Public Works Department (CPWD) and Government of Himachal Pradesh for the work :-

- (i) Repair and Renovation of Faculty House at H.P. University Shimla.
- (ii) Construction of Multifaculty Building under Phae-III at H.P. University Shimla.
- (iii) Construction of Guest house at H.P. University Shimla.

महोदय,

उपरोक्त कार्य के एमओयू दिनांक 14/01/2020 को केओलोनिओविओ व ग्राहक विभाग द्वारा हस्ताक्षर किया गया जिसकी प्रतिलिपि आपके कार्यालय को सूचनाार्थक प्रेषित है।

संलग्न:- उपरोक्त।

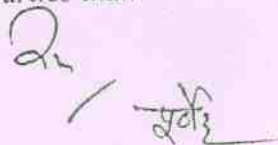
भवदीय,

कार्यपालक अभियन्ता
शिमला केन्द्रीय मण्डल-2
01/5/1

MEMORANDUM OF UNDERSTANDING
BETWEEN
CENTRAL PUBLIC WORKS DEPARTMENT (CPWD)
AND
HIMACHAL PRADESH UNIVERSITY SHIMLA
FOR
CONSTRUCTION OF MULTI FACULTY BUILDING UNDER PHASE-III AT H.P.
UNIVERSITY SHIMLA

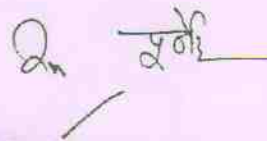
1. **GENERAL:** This Memorandum of Understanding, hereinafter referred to as the "MOU", signed between the Central Public Works Department, hereinafter referred to as CPWD (represented by the Director General CPWD through Executive Engineer, Shimla Central Division-2, CPWD, Shimla (HP) on the FIRST PART and the Himachal Pradesh University hereinafter referred to as the "HPU" (represented by the Mission Director) on the SECOND PART.
2. **SCOPE:** Whereas, the CPWD has agreed to undertake the execution of the work of Construction of Guest House at H.P. University Shimla along with necessary infrastructure development, landscaping, etc. including appointment of Architect & Engineering (A & E) consultant (if desired so) on Project Management Agency (PMA) basis as a "Deposit Work" for construction works of "HPU". The Architectural, Structural Drawings (after proof checked by reputed Government Institutions) and services (civil & Electrical) designs will be issued by CPWD. CPWD shall carry out work of Construction works as "deposit work". This is a general MOU applicable for construction works of different buildings and infrastructure, development, landscaping, etc. for the institute and whereas, both CPWD and HPU are individually referred to in the MOU as a "Party" and collectively referred to as the "Parties".
3. Concept Plans/ Preliminary Drawings shall be prepared by CPWD based on functional & space requirements as intimated by HPU and finally submitted to HPU for approval by CPWD. It would be a joint endeavor on part of both HPU & CPWD in consultation with consultants & experts to develop Standard Plans & Specifications for Buildings & Services including Furniture, Equipments, Plants etc. pertaining to construction works of HPU.

NOW THEREFORE, it is agreed between the Parties that:



RESPONSIBILITY OF CPWD:

- 4.1 **GENERAL:** CPWD shall execute the work envisaged in this MOU on the basis of designs, drawings conforming to National Building Code (NBC) of India- 2016, relevant Bureau of Indian Standards (BIS) and Indian Roads Congress (IRC) Standards supplied by the Consultant(s) and approved by HPU. CPWD shall ensure quality construction keeping in view the concern of HPU regarding global standard of the buildings and design specified by the Consultant(s). CPWD also agrees to man and monitor the work so as to meet the aspiration of HPU to create a HPU of international standards.
- 4.2 The responsibility for the correctness of the designs, drawings and details as prepared by the Consultant(s) and their conformity to the relevant building bye-laws and Bureau of Indian Standards (BIS) codes shall rest with CPWD.
- 4.3 Any notable change in or deviation from provisions in the drawings approved by HPU that become necessary during execution of work due to any practical difficulty or because of any other reason, the same shall be brought to the notice of HPU and prior approval of HPU shall be obtained for any change.
- 4.4 **DEPARTMENTAL CHARGES:** No departmental charges would be payable to CPWD by the HPU. However, contingencies as per CPWD Works Manual shall be included in the estimated cost for the purpose of obtaining Administrative Approval and Expenditure Sanction.
- 4.5 **TIMELINE:** The timeline as mentioned for various works shall be strictly adhered to. In case of failure to complete the project within timeline due to default on account of agency executing work contract, CPWD will impose penalty on working agency for delay in completion of works as per terms and conditions of work contract, which will be shared with HPU. The amount of penalty so imposed, shall be credited to HPU. The timeline for completion of the project shall be 10 months and shall be reckoned from 01/02/2020.
CPWD shall complete the work within stipulated time agreed for each building or set of buildings or infrastructure works assigned to CPWD. A broad schedule of activities indicating mutually accepted dates for important activities shall be drawn up. In the event of any delay in completion of any activity required to be completed by HPU, the time for completion determined for CPWD shall be suitably adjusted/modified. Delay on the part of CPWD during execution of projects due to unforeseen circumstances beyond control of CPWD shall also be taken into account for mutually extending the time.
- 4.6 The timely completion of the work envisaged herein shall be the key to the implementation of this MOU. Activity bar chart shall be prepared by the CPWD and submitted to HPU at the time of submission of the proposal and before the commencement of the work by CPWD.



4.7 In case of buildings, CPWD shall execute the work through a composite tender including other internal works, such as, water supply, sanitary installations, drainage, internal electrical installation along with any other internal works as may be desired by the HPU.

4.8 TENDER RELATED ACTIVITY:

4.8.1 CPWD shall Prepare Preliminary Estimate as per latest guidelines of CPWD on the basis of design, drawings, details and specifications as prepared by the Consultant(s) and approved by HPU for obtaining necessary Administrative Approval and Expenditure Sanction from HPU. The competent authority of HPU will then issue the formal Administrative Approval and Expenditure Sanction.

4.8.2 Prepare Detailed Estimate and tender documents on the basis of design, drawings, draft detailed estimate and specifications as prepared by the Consultant(s) and approved by HPU. For adopting technical aspects and specifications the technical sanctioning authority of CPWD will take decision as per CPWD works procedure, specifications and manual provisions after taking consent from HPU. In case HPU and/or their Consultant(s) are not in agreement they will have to confirm it in writing with the reasons to enable CPWD to incorporate the same in technical specifications. If as per terms of the agreement with the Consultant(s) the detailed estimate and tender document are prepared by the Consultant(s), the same shall be scrutinized and vetted by CPWD and vice versa, within an agreed time and the Notice Inviting Tender (NIT) shall be prepared as per the CPWD Works Manual and General Conditions of Contract corrected up-to-date. The monopoly items/ specific brands shall not be mentioned in the NIT. However, if HPU still desires to include some of the specific brands on technical reasons, it will be confirmed in writing by HPU. The modifications and/ or alterations in conditions of NIT/ tender documents if received from HPU shall be agreed to by CPWD only if these are as per CVC guidelines.

4.8.3 Invite prequalification/ tender from the experienced agencies/ empanelled agencies/ contractors depending on the value of tender and work experience as per the norms prescribed in the updated CPWD Works Manual and if necessary, keeping in view the specific requirements of the project(s), the pre-qualification criteria shall also include consideration of quality of projects completed and any delays caused in completion of projects by the contractors/ agencies in the past. CPWD will involve one member from HPU in tender pre-qualification related all activities.

4.8.4 Scrutinize and accept the tender in accordance with the relevant provisions of updated CPWD Works Manual. Because of the highly specialized nature of work, a process based on pre/post qualification of contractors with weightage for technical and financial parameters as per CPWD Works Manual will be used for awarding of work. The prior approval/concurrence of HPU would however be obtained before acceptance of the tender, if the tendered amount exceeds by more than 10% of the corresponding provision of fund in the sanctioned estimate.



- 4.8.5 Forward a copy of - Contract document signed between CPWD and the Construction Agency to HPU soon after the award of work.
- 4.9 **MONITORING SYSTEM:** The following monitoring system shall be put in place:
Considering the magnitude of work at new campus of "Himachal Pradesh University", CPWD shall depute engineering staff as per requirement:
- (a) Engineer-in-charge of CPWD project team and the representative (s) of HPU will meet at site at required intervals as mutually decided.
- (b) The Superintending Engineer of the project of CPWD shall meet the HPU on monthly intervals or as and when required as per mutual convenience.
- 4.10 Representatives of HPU, including its consultants and advisors, may inspect the work from time to time to assess the progress and quality of work.
- 4.11 Exercise proper and adequate quality assurance and quality control conforming to relevant codes of Practice and Standards.
- 4.12 **EXECUTION OF WORK:** Execute the work as per approved design, drawings, CPWD Specifications, Bureau of Indian Standards, manufactures' specifications and specifications/guidelines issued by the Consultant(s) and approved by HPU and complete the work within the timelines as mentioned in the agreement with the contractor(s).
- 4.13 Work in close coordination with the Consultant(s) appointed by CPWD for various tasks such as master planning, architectural and other services.
- 4.14 As far as possible, not to deviate from the specifications and concept approved by the HPU, during construction.
- 4.15 Recover from the contractor(s) requisite taxes/ levies, such as, GST/ Labour Welfare Cess, Income Tax including any other statutory levy as per terms and conditions of the Contract signed and applicable laws and remit the same to the concerned authorities directly. CPWD shall indemnify and keep HPU indemnified against any lapse in charging such statutory levy or deposit of the same with the relevant authority.
- 4.16 Inform HPU about the final cost of the project as soon as the accounts are finalized.
- 4.17 Submit accounts of the work undertaken in CPWD Form 65A or in an agreed format supplied by HPU.
- 4.18 The penalty/ compensation levied on the contractors and/or agencies by CPWD in terms of Contract due to delay in completion at any stage of works shall be credited to work deposit, which will be reflected in the final accounts of settlement with HPU.

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4.29 Endeavour to see that none of the contractors leaves any liability related to contract pending after completion of their respective work.

4.30 Hand over to HPU "As-built Drawings" along with literature, manuals, warranty certificates etc., of various installed fittings, fixtures and equipment's for the completed project if a consultant is engaged by CPWD. Furnish to HPU, after completion of work and submission of final bill, following documents both in soft and hard copies:

4.30.1 Complete set of As-built Architectural and Structural Drawings prepared/ modified by CPWD.

4.30.2 Geotechnical investigations report.

4.30.3 Complete set of all drawings of internal & external services i.e. water supply, sanitary installations, electrical installations, wirings, air conditioning and all other services prepared / modified by CPWD.

4.30.4 Copy of Running & Final bill (Bill form).

4.31 SITE SAFETY GENERAL CONCERNS:

4.31.1 Construct at least 2.5-meter-high barricading around all construction sites for safety and security, keeping in view good aesthetics of the campus.

4.31.2 Strictly follow and comply with all labour, safety and other statutory laws wherever applicable and keep Himachal Pradesh University indemnified against any loss or damage caused due to non-compliance of or negligence in adhering to such laws. CPWD shall ensure that the contractors follow very strict safety standards at the construction site. Highest level of compliance for workers safety and workers welfare shall be enforced by CPWD through appropriate clauses in the Notice Inviting Tender (NIT) and then through strict enforcement during execution.

5. DISPUTE REDRESSAL:

5.1 **THROUGH DEPARTMENT:** If any dispute/ difference arises between the parties as mentioned above the same will be resolved by a Committee comprising of Director General (CPWD) and Mission Director, HPU in accordance with the norms and procedures approved by the Government of India in this regards. If dispute remains unresolved, it shall be referred to Court within territorial jurisdictions of Himachal Pradesh.

5.2 **THROUGH ARBITRATION:** Appear and defend any claims of the contractors against itself or HPU in arbitration or before courts or Tribunals or government authority or quasi-judicial authority pertaining to execution of work. However in case if the award is decreed by an arbitrator or a court of law in favour of the contractor, the CPWD will get the arbitration awards examined by the appropriate authority and 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 the client department and the funds for making payment of all amounts which may be decreed by a Court of Law, Tribunal or by award of an Arbitrator in relation to the deposit work will be made available by the client department promptly irrespective of HPU not being a party before the Court, Tribunal or Arbitrator. Such payments will be in addition to the payments made to the contractors for execution of work.

6. **FORCE MAJORE:** Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faculty design of works.

7. **RESPONSIBILITIES OF HPU:**


- 7.1 Provide certified title documents of the land on which construction is proposed.
- 7.2 Assist in all necessary authorizations, approvals and clearances for the architectural plans from the concerned statutory bodies including environmental clearances if any. Provided however that CPWD shall also provide all support and assistance in obtaining them.
- 7.3 Handover all relevant data regarding the site.
- 7.4 Make available the site of work free from encumbrances to CPWD.
- 7.5 Handover approved specifications. CPWD shall apprise the HPU in case the estimated cost exceeds the prescribed limit over the sanctioned cost before going ahead with call of tender.
- 7.6 Obtain permission for the tree cutting wherever necessary.
- 7.7 HPU shall release initial Deposit @ 10% of approved preliminary estimate amount to CPWD within 2 weeks of issuing A/A & E/S or signing of project specific MOU along with Milestones & baseline Programme between HPU & CPWD whichever is later. HPU shall release additional Deposit up to 20% of approved preliminary estimate amount to CPWD within 2 weeks of award of first major construction contract on the basis of specific request made by CPWD in this regard along with proper reasons and justifications acceptable to HPU for additional requirement of fund over and above already released initial deposit of 10% of approved preliminary estimate amount, the subsequent release of fund shall be in the form of recoupment of the expenditure made
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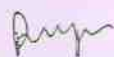
It is understood that CPWD being a Government of India Department has to follow, perforce, all statutes, laws, Rules, orders, norms and procedures laid down by Government of India and has to adhere to auditing norms laid down by various constitutional and statutory bodies like CAG, CVC etc.. and that the provisions of this MOU are subject to compliance of such statutes, laws, Rules, orders, norms and procedures etc.

IN WITNESS WHEREOF, the Parties signify their agreement on 14th January, 2020 by the signatures of their duly authorized representatives.


For and on behalf of CPWD


14/01/2020
(Purnesh Kumar)
Executive Engineer,
Shimla Central Division-2,
CPWD, Shimla (HP).



Witnesses

- 1) 
14.1.2020
(Devendra Prakash)
Superintending Engineer,
SCC, CPWD, Shimla.
- 2) 
(PURNESH KUMAR SINGH)
CPWD, Shimla

For and on behalf of HPU


(Ghanshyam Chand) 14.1.20
Registrar,
HPU, Shimla

Witnesses

- 1) 
14.1.20
Himachal Pradesh University
Shimla, Himachal Pradesh
- 2) 
14/1/2020
Himachal Pradesh University
Shimla, Himachal Pradesh