

MEMORANDUM OF UNDERSTANDING

BETWEEN

NATIONAL INSTITUTE OF FOUNDRY AND FORGE TECHNOLOGY,

RANCHI

AND

✓ CENTRAL PUBLIC WORKS DEPARTMENT


FOR

**Construction, Renovation and Upgradation Works (Civil and Electrical)
(Deposit and Construction Work)**


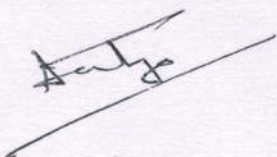
This Memorandum of Understanding, hereinafter called MoU signed between the Central Public Works Department, hereinafter called the CPWD (represented by the Executive Engineer, CPWD, Ranchi Central Division, Ranchi) on the one part and National Institute of Foundry and Forge Technology, Ranchi herein after called the client on the other.

Whereas the CPWD have agreed to undertake the work of Construction, Renovation/repair/upgradation works (Civil & Electrical) at NIFFT, Ranchi on a turnkey basis as a deposit work now therefore it is agreed between the two parties that :-


1. The CPWD shall execute the work on a turnkey basis from concept to completion as a deposit work and complete it within stipulated date in the sanction of the project and renovation work. A broad schedule of activities indicating mutually accepted dates, for important activities, will be prepared by the CPWD and submitted to the client. In case there is any delay in activities to be carried out by external agencies or client department the time for completion will be suitably enlarged.
2. All basic data for planning of the project, site details, space requirements, special requirements/features and specifications (with specific reference to specifications approved by the Govt. of India for such buildings, it available) to be adopted etc. shall be supplied by the client to CPWD.




3. In case the requirements projected are in excess of those that can be accommodated on the site as per the building bye-laws the same will be revised/reduced by the client on this being intimated by the CPWD.
4. While finalizing the plans, estimated etc. CPWD shall work in close coordination with the client.
5. Client department will obtain and convey necessary clearances/approvals in case the requirements projected by them are in excess of or beyond the approved yardsticks.
6. The preliminary drawings based on approved requirements/specifications shall be supplied by CPWD to the client department and the client department will approve these or convey approval of competent authority to CPWD.
7. The preliminary estimate, based on the approved drawings shall be supplied by the CPWD and sanction shall be conveyed by the client.
8. 33.33% of the sanctioned amount shall be deposited in advance by the client department with the Executive Engineer, Ranchi Central Division, Ranchi along with sanction. Thereafter, the expenditure incurred may be got reimbursed through monthly/quarterly bills simultaneously with rendering of monthly/quarterly accounts on the progress of work. The deposit of 33.33% obtained as the first installment should be retained for adjustment against the last portion of the estimated expenditure.
Excess expenditure upto 10% of the amount of the Administrative Approval shall be authorized by the NIFFT without any revised Administrative Approval. However, in case of requirement of expenditure beyond 10% of the Administrative Approval, CPWD shall submit revised preliminary estimate and such expenditure beyond 10% shall be incurred after obtaining sanction of revised Administrative Approval from NIFFT.
9. In case of Projects sanctioned by Higher Education Financing Agency (HEFA) CPWD will be bound to adhere to the rules /terms and conditions as applicable from time to time proposed by HEFA.
10. **The CPWD shall be responsible for ;**
 - 10.1 Preparation of all designs/drawings, conforming to the relevant building bye laws/statutory codal provisions.



- 10.2 Preparation of tender documents, invitation and opening of tenders and award of work etc.
- 10.3 Project management including day to day supervision of work.
- 10.4 Execution of work as per prescribed guidelines and regulations.
- 10.5 Carrying out quality control tests and inspections.
- 10.6 Completing the project as per the broad specifications given in the Preliminary Estimate.
- 10.7 Intimating the client about any excess over the projected cost of possibility of time overrun as soon as it comes to its knowledge.
- 10.8 Intimating the physical and financial progress at periodic intervals.
- 10.9 Replying to the audit objections and vigilance & RTI queries, if any, pertaining to the work in so far as they pertain to its acts in execution of the work.
- 10.10 Handing over to the client or an authorized representative of the client the completed buildings along with a set of completion plans.
- 10.11 intimating the final cost of the project.
- 10.12 Contesting the claims of the contractors in arbitration or appearing in other legal matters pertaining to execution of work.
- 10.13 Levying departmental charges as applicable of the value of the actual work outlay booked by the CPWD.
- 10.14 Advising and assisting the client in obtaining approval from the concerned local bodies for the architectural designs/drawings and necessary service connections in respect of water supply, sewerage, storm water drainage and electricity.
- 11. The client agrees to undertake the following;**
 - 11.1 Deposit the required funds as per schedule specified above. Deposit any additional funds that may be required to complete the work as per revised estimate submitted by the CPWD.
 - 11.2 Intimate the detailed specifications, requirements of space, special features desired to be provided and approve the designs/drawings/estimates submitted by CPWD within stipulated time.
 - 11.3 Supplying as relevant data regarding site to the CPWD.
 - 11.4 Making available the site of work free from encumbrances.
 - 11.5 Enlarging the cost and time stipulated in the preliminary estimate if changes are made in the approved designs/drawings/specifications.



- 11.6 Providing authenticated ownership documents of the land for submission to the local bodies.
- 11.7 Obtaining local body clearance for the architectural plans with assistance of CPWD.
- 11.8 Obtaining necessary service connections with the assistance of CPWD.
- 11.9 Providing the required funds as per cash flow requirements projected by the CPWD.
- 11.10 According revised sanction without any delay in case of cost escalation.
- 11.11 Providing security clearances for CPWD staff/contractors and their workers in case it so required.
- 11.12 Designation a suitably empowered nodal officer (Dean, Planning and Development, NIFFT, Ranchi or any other person authorized by NIFFT) for coordination with the CPWD for the entire project duration. All communication by the designated officer will be made with the designated officer of CPWD. The Dean (Planning and Development), NIFFT Ranchi shall be authorized to take decisions and assist the CPWD in completion of the project. The nodal officer shall also be empowered to take decisions on remedial measures for unforeseen situations arising out of entities external to the project.
- 11.13 Paying the necessary departmental charges as stipulated in the Preliminary Estimate, if applicable.
- 11.14 Paying any claims upheld by an arbitrator of court of law relating to the work.
- 11.15 Paying compensation/levies, if so required to be paid under the workmen's compensation act of any other act/law of the Centre or the State Govt.
- 11.16 Allow drawl of underground water for the purpose of execution of work without any payment.
- 11.17 Allow usage of electricity for execution of works on payment basis from existing electrical connections.
- 11.18 Providing full assistance to the CPWD in the execution of the work.
- 11.19 Pay actual expenditure (amount) incurred to CPWD, to be decided by the Chief Engineer concerned of CPWD, if the client decides to conclude this MoU or decides to drop the proposal after substantial preliminary work has been done by CPWD on the project. In case of abandonment of project/work during construction stage, pay to CPWD all liabilities relating to the project/work or to be paid to construction agencies engaged by CPWD for execution of the project.

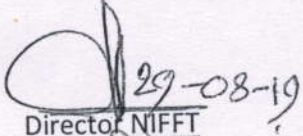


12. If any dispute/difference arises between the parties as mentioned above the decision of the Director General, CPWD shall be final and binding on both the parties.

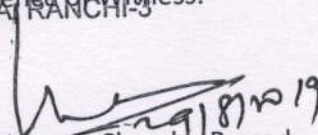
Dated: 29.08.2019

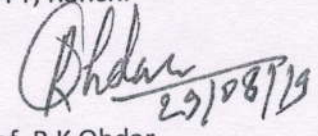
For and on behalf of NIFFT,

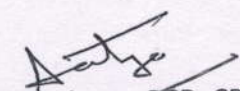
Ranchi For and of behalf of CPWD

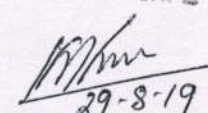

29-08-19
Director NIFFT
निदेशक

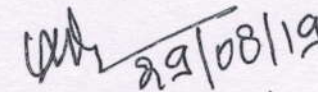
DIRECTOR
निपट, हटिया, राँची-3
In the presence of Witness:
NIFFT, HATIA, RANCHI-3

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29/08/19
1. Sh. Umesh Chandra Prasad
Registrar,
NIFFT, Ranchi

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29/08/19
2. Prof. R K Ohdar
Dean (P & D),
NIFFT Ranchi


Executive Engineer, RCD, CPWD
Executive Engineer
Ranchi Central Division
CPWD, Hineo, Ranchi-2

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29-8-19
1. Sh. Kamlesh Kumar
Chief Engineer, EZ-IV,
CPWD, Ranchi

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29/08/19
2. Sh. Praveen Kumar Agrawal
Superintending Engineer,
RCC, CPWD, Ranchi