



मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद  
इलाहाबाद-211004 (भारत)  
**Motilal Nehru National Institute of Technology Allahabad**  
Allahabad-211004 [India]  
Website: <http://www.mnnit.ac.in>

Minutes of the Twenty-ninth [29<sup>th</sup>] meeting of the Building and Works Committee held on October 15, 2018 at 12.00 Noon in the Conference Hall, Motilal Nehru National Institute of Technology Allahabad, Allahabad-211004.

Following members of the Building and Works Committee attended the meeting:

1. **Prof. Rajeev Tripathi** Chairman  
Director  
Motilal Nehru National Institute of Technology Allahabad, Allahabad – 211004
2. **Prof. M.M. Gore** Member  
Dean [Planning & Development]  
Motilal Nehru National Institute of Technology Allahabad, Allahabad- 211004
3. **Mr. Sanjeev Sehgal** Member  
Chief Project Manager, RVNL, Lucknow, U. P.
4. **Dr. Sarvesh K. Tiwari** Member  
Registrar Secretary  
Motilal Nehru National Institute of Technology Allahabad, Allahabad- 211004
5. **Shri A.K. Singh** Member  
Under Secretary [NITs]  
Department of Higher Education, MHRD, GoI, Shastri Bhawan, New Delhi – 110001  
[Nominee of Director (NITs)]  
[attended through Remote Conferencing]
6. **Shri Rajeev Garg** Member  
Superintending Engineer  
Indian Institute of Technology Kanpur, Kanpur -208002, U.P.  
[attended through Remote Conferencing]

Following Special Invitee attended the meeting:

1. **Dr. Rama Shanker** Special Invitee  
Faculty In-charge [New Infrastructure Projects]  
Motilal Nehru National Institute of Technology Allahabad, Allahabad- 211004

Following member of the Building and Works Committee was granted leave of absence from the meeting on account of their preoccupation:

1. **Shri Anil Kumar** Member  
The Director [Finance]  
Integrated Finance Division, Department of Higher Education, MHRD,  
Shastri Bhawan, New Delhi – 110001

Following Special Invitee was granted leave of absence from the meeting on account of his preoccupation:

1. **Prof. Mukul Shukla** Special Invitee  
Associate Dean [Planning & Development]  
Motilal Nehru National Institute of Technology Allahabad, Allahabad- 211004

**Note:**

Mr. Manish Kumar, Executive Engineer attended the meeting to assist the Chairman and other members.

The Chairman extended a warm welcome to the members attending and thanked them for taking their time out to attend the meeting.

**Item No. 29.01 : [A] To confirm the minutes of the Twenty-eighth [28<sup>th</sup>] meeting of the Building and Works Committee of MNNIT Allahabad held on 18.08.2017 at MNNIT Allahabad.**

**[B] To confirm the minutes of the Eighth [8<sup>th</sup>] Emergent Meeting of the Building and Works Committee of MNNIT Allahabad held on 13.03.2018 at MNNIT Allahabad.**

**Resolution : [A] The Building and Works Committee confirmed the minutes of its Twenty-eighth [28<sup>th</sup>] meeting held on 18.08.2017, as circulated and noted the following:**

The Building and Works Committee in its Twenty-eighth [28<sup>th</sup>] meeting held on 18.08.2017 has recommended the work of Recarpeting of Bituminous Roads in the Residential colony and Academic Campus in the Institute with an estimated cost of ₹1,54,11,796.00 (Rupees One Crore Fifty Four Lacs Eleven Thousands Seven Hundred Ninety Six only). The same was considered and approved by the Board of Governors in its Forty-ninth [49<sup>th</sup>] meeting held on 29.08.2018 on the



recommendations of the Finance Committee in its Forty-fifth [45<sup>th</sup>] meeting held on 29.08.2018. The B&WC noted that the work has been completed with the total cost of ₹1,11,87,270.00 (Rupees One Crore Eleven Lacs Eighty Seven Thousands Two Hundred Seventy only) and some of the roads has not been taken up due to ongoing work of construction of approach road to the Rail underpass and the laying of sewer line in the campus. Recarpeting of left over roads may be taken up later, on completion of ongoing works.

[B] The Building and Works Committee confirmed the minutes of its Eighth [8<sup>th</sup>] Emergent Meeting of the Building and Works Committee of MNNIT Allahabad held on 13.03.2018, as circulated.

**Item No. 29.02 :** [A] To report the action taken on the minutes of the Twenty-eighth [28<sup>th</sup>] meeting of the Building and Works Committee of MNNIT Allahabad held on 18.08.2017 at MNNIT Allahabad.

[B] To report the action taken on the minutes of the Eighth [8<sup>th</sup>] Emergent Meeting of the Building and Works Committee of MNNIT Allahabad held on 13.03.2018 at MNNIT Allahabad.

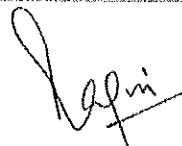
**Resolution :** [A] The Building and Works Committee noted the action taken by the Institute on the decisions taken in its Twenty-eighth [28<sup>th</sup>] meeting held on 18.08.2017, as circulated.

[B] The Building and Works Committee (B&WC) noted the action taken by the Institute on the decisions taken in its Eighth [8<sup>th</sup>] Emergent meeting held on 13.03.2018, as circulated.

**Item No. 29.03 :** To consider the adoption of following letters from the Ministry of HRD for implementation in the Institute:

[A] Letter No. 33-1/2018-TS.III (pt.1), dated 17.07.2018 on the subject "Broad guidelines for appraisal of infrastructure projects in CFIs."

[B] Letter D.O. No. F. 33/1/2018-TS.III (pt. II) dated 13.09.2018 on the subject: "Using Standard Operating Procedure (SoP) as a guideline to carry out new constructions/ infrastructure projects without time and cost over runs."



**Resolution** : [A] The Building and Works Committee noted the Ministry of HRD Letter No. 33-1/2018-TS.III (pt.1), dated 17.07.2018 on the subject "Broad guidelines for appraisal of infrastructure projects in CFIs.", and resolved to recommend to the Board of Governors for adoption.

[B] The Building and Works Committee noted the Ministry of HRD Letter D.O. No. F. 33/1/2018-TS.III (pt. II) dated 13.09.2018 on the subject: "Using Standard Operating Procedure (SoP) as a guideline to carry out new constructions/ infrastructure projects without time and cost over runs.", and resolved to recommend to the Board of Governors for adoption.

**Item No. 29.04** : To consider the draft of Memorandum of Understanding [MoU] proposed to be signed between the Central Public Works Department and the Motilal Nehru National Institute of Technology (MNNIT) Allahabad for CPWD to undertake deposit work(s) for construction of infrastructure projects in the Institute.

**Resolution** : The Building and Works Committee considered the draft Memorandum of Understanding [MoU] proposed to be signed between the Central Public Works Department and the Motilal Nehru National Institute of Technology (MNNIT) Allahabad for CPWD to undertake deposit work(s) for construction of infrastructure projects in the Institute; and resolved to recommend the same to the Board of Governors for approval. A copy of the draft MoU as considered by the Building and Works Committee is enclosed here as ANNEXURE- I.

**Item No. 29.05** : To consider the proposal of auction & demolition of old W-type Staff Quarters (04 apartments in 01 block) coming on the alignment of proposed construction of underpass connecting the Academic and Residential Campus of the Institute.

**Resolution** : The Building and Works Committee (B&WC) considered the Institute proposal of auction & demolition of old W-type Staff Quarters (04 apartments in 01 block) coming on the alignment of proposed construction of underpass connecting the Academic and Residential Campus of the Institute having salvage value of ₹ 4,92,119.00 (Rupees Four Lacs Ninety Two Thousand One Hundred Nineteen Only) [as per the report of Shri J.S. Birdie, Govt. Approved Valuer]; and resolved to recommend the same to the Finance Committee/ Board of Governors for approval.



The Building and Works Committee further resolved that the auction as above may be carried out as per Government of India (GoI) Rules, and the executing agency will ensure that all the salvage material is removed from the site and debris are disposed out of the campus.

**Item No. 29.06** : To consider the preliminary/ detailed estimate of ₹ 2,26,85,700.00 submitted by CPWD Allahabad for the laying of water proofing treatment at Boys and Girls Hostel of the Institute.

**Resolution** : The Building and Works Committee considered the preliminary/ detailed estimate of ₹ 2,26,85,700.00 submitted by CPWD Allahabad for the laying of water proofing treatment at Boys and Girls Hostel of the Institute and resolved that the above work, with the estimated cost of ₹ 2,26,85,700.00 (Rupees Two Crore Twenty Six Lacs Eighty Five Thousands and Seven Hundred only) may be awarded to CPWD. The B&WC recommends the same to the Finance Committee/ Board of Governors for approval.

The flow of funds shall be as per clause 3.4 of CPWD works manual 2014.

Considering the urgency of work, the B&WC resolved to request the Finance Committee/Board of Governors to consider the above resolution in its very next meeting treating this resolution as confirmed.

**Item No. 29.07** : To consider the preliminary/ details estimates of ₹ 2,51,11,400.00 submitted by CPWD Allahabad for supply, installation, testing and commissioning of lift at various buildings of the Institute to facilitate barrier free access to the Persons with Disability [PwD].

**Resolution** : The Building and Works Committee considered the preliminary/ detailed estimate of ₹ 2,51,11,400.00 submitted by CPWD Allahabad for supply, installation, testing and commissioning of lift at various buildings of the Institute to facilitate barrier free access to the Persons with Disability [PwD] as per details below:

Sl. No.	Name of Building	Location	Details	Type of Lift
1.	Academic Campus	(i) At open lawn in front of Chemistry Department	01 nos, 13 persons	Normal enclosed lift
		(ii) At open lawn near staircase in front of Civil Dept.	01 nos, Service Lift	Normal enclosed lift



Sl. No.	Name of Building	Location	Details	Type of Lift
2.	Computer Centre	Replacement of existing old Lift installed in the Building	01 nos, 06 persons each	Normal enclosed lift
3.	International Hostel (A-Block)	At Right hand side open verandah at front building	01 nos, 10 persons each	Normal enclosed lift
4.	International Hostel (B-Block)	At left hand side open verandah at front building	01 nos, 10 persons each	Normal enclosed lift
5.	Executive Development Centre	At opposite to staircase located in front of entrance gate of the campus of the EDC	01 nos, 10 persons each	Capsule Lift

The B&WC resolved that the above work, with the estimated cost of ₹ 2,51,11,400.00 (Rupees Two Crore Fifty One Lacs Eleven Thousands and Four Hundred only) may be awarded to CPWD, and recommends the same to the Finance Committee/ Board of Governors for approval.

The flow of funds shall be as per clause 3.4 of CPWD works manual 2014.

Considering the urgency of work, the B&WC resolved to request the Finance Committee /Board of Governors to consider the above resolution in its very next meeting treating this resolution as confirmed.

**Item No. 29.08 :** To consider the work of construction of underpass below the State Govt. road located in the alignment of the of construction of Approach Road and foot path for Newly constructed Rail Underpass at MNNIT Allahabad from the funds to be provided by the U. P. State Bridge Corporation.

**Resolution :** The Building and Works Committee considered work of construction of underpass below the State Govt. road located in the alignment of the of construction of Approach Road and foot path for Newly constructed Rail Underpass at MNNIT Allahabad. The B&WC noted that Chief Project Manager, U.P. State Bridge Corporation Ltd. vide letter no: 1071/आरओबी/18-19, dated 13.06.2018 informed that they are in very much pressure to complete the Railway Over Bridge at railway crossing no.74A (near Saraswati Gate MNNIT Allahabad) and advised to get the said work done through CPWD Allahabad, as CPWD are already executing the construction of Approach Road and foot path for Newly constructed Rail Underpass in the same alignment. The

Building and Works Committee also noted that the U.P. State Bridge Corporation Ltd. vide letter No. 557/JBR/BCV-2/Ald./18, dated 21.06.2018 has communicated that it will transfer the funds to the tune of ₹142.91 lacs as allocated by the State Government in the estimate of ongoing work of construction of R.O.B. at railway crossing near Saraswati Gate at MNNIT Allahabad to the account of MNNIT Allahabad

In view of above, the Building and Works Committee considered the preliminary/ detailed estimate of ₹1,32,11,100.00 submitted by CPWD Allahabad for construction of the above work and resolved that the said work, with the estimated cost of ₹1,32,11,100.00 [Rupees One Crore Thirty Two Lacs Eleven Thousand and One Hundred only] may be awarded to CPWD, and recommends that same to the Finance Committee/ Board of Governors for approval.

The flow of funds shall be as per clause 3.4 of CPWD works manual 2014.

Considering the urgency of work, the B&WC resolved to request the Finance Committee/Board of Governors to consider the above resolution in its very next meeting treating this resolution as confirmed.

Any other item with the prior permission of the Chair.

**Item No. 29.09** : To consider the preliminary estimates of ₹ 39,66,42,400.00 for the construction of Multi-Storied faculty Quarters (G+12) (48 Nos.) i/c electrical installations, Fans & Fire Fighting system at MNNIT Allahabad (UP)

**Resolution** : The Building and Works Committee considered work of construction of Multi-Storied faculty Quarters (G+12) (48 Nos.) i/c electrical installations, Fans & Fire Fighting system at MNNIT Allahabad (UP) and recommends the same to the Finance Committee/ Board of Governors for approval.

The flow of funds shall be as per clause 3.4 of CPWD works manual 2014.

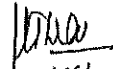
Considering the urgency of work, the B&WC resolved to request the Finance Committee /Board of Governors to consider the above resolution in its very next meeting treating this resolution as confirmed





Considering the importance and urgency of the works, the Building and Works Committee (B&WC) resolved to request the Board of Governors to approve the recommendations of the Building and Works Committee in its very next meeting.

The meeting ended with vote of thanks to the Chair.



15/10/18

[Sarvesh K. Tiwari]  
Registrar/ Member Secretary

Approved



15/10/18

[Rajeev Tripathi]  
Director/ Chairman



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CENTRAL PUBLIC WORKS DEPARTMENT  
AND  
MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY ALLAHABAD (MNNIT ALLAHABAD)  
FOR

CONSTRUCTION OF INFRASTRUCTURE WORKS IN THE INSTITUTE

This Memorandum of Understanding, hereinafter called MOU signed on..... between the Central Public Works Department Delhi, hereinafter called the CPWD (represented by the Director General, CPWD) on the one part and the Motilal Nehru National Institute of Technology (MNNIT) Allahabad an Institute of National Importance established under National Institute of Technology Act-2007 represented through its Registrar hereinafter called MNNIT Allahabad on the other.

Whereas the CPWD agreed to undertake as a deposit work(s), the Construction of INFRASTRUCTURE WORKS in the campus of the MNNIT Allahabad.

Therefore, it is agreed between the two parties that:

**A. Arrangements between MNNIT Allahabad & CPWD**

1. MNNIT Allahabad does not bind itself and could assign at its discretion the task of construction of any building or set of unassigned building or infrastructure work(s) or part of new campus construction projects to any other Government and /or Private agency for execution.
2. In the event CPWD abandons the construction work during the progress of work or the work executed by CPWD is not in compliance with standard of work as has been determined and approved by MNNIT Allahabad or on account of breach of any of the terms and conditions by CPWD, MNNIT Allahabad may, at its sole discretion, terminate the MOU after giving a month's notice in writing to CPWD.

In the event of termination of the MOU, CPWD shall after meeting the contractual liabilities if any, refund the unspent deposits against all the sanctions to MNNIT Allahabad.

**B. Design and Drawings**

1. MNNIT Allahabad shall supply all relevant site data to the CPWD for planning execution of work(s).
2. MNNIT Allahabad after obtaining necessary clearance from the concerned statutory/local bodies shall supply its necessary requirements with all possible details to CPWD to enable it to prepare and finalize, drawings and bill of quantities.
3. CPWD shall prepare detailed estimate(s)/BOQ for preparation of tender documents and execution.
4. CPWD shall work in close coordination with the consultants, if any appointed by MNNIT Allahabad, for various tasks such as master planning, architectural and other services.

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5. CPWD undertakes to complete the project(s) as per the design(s)/drawing (s) and broad specifications prepared by CPWD and duly approved by MNNIT Allahabad. The responsibility of correctness of designs/drawings and specifications prepared by CPWD and also their conformity to the relevant building by-laws and BIS codes shall rest with CPWD. CPWD shall be responsible for the structural stability, quality, and workmanship of the assigned project(s).
6. Preparation of tender documents, invitation and opening of tenders and award of work etc. will be carried out by CPWD based on the detailed estimates which shall be prepared by CPWD. All planning works including preparation of tender documents shall be carried out by CPWD in anticipation of obtaining mandatory permissions from competent authority regarding tree cutting, shifting of overhead/underground electrical transmission lines, diversion of drains/sewers, water supply lines etc., wherever necessary. However, notices for invitation of tenders shall be published only after these necessary permissions are obtained from competent authority.
7. Prior concurrence of MNNIT Allahabad would be obtained before acceptance of the tender(s) if the tendered amount exceeds by more than 10% of the corresponding provision of fund in the sanctioned preliminary estimate(s).
8. CPWD/Contracting Agency shall not as far as possible, deviate during construction from specifications without prior information and approval from MNNIT, Allahabad.
9. Any deviations from the Architectural drawing duly approved by MNNIT Allahabad, if that becomes necessary during execution of work(s) due to any practical/technical difficulty, shall be brought out by CPWD to the notice of MNNIT Allahabad.

#### C. Flow of Funds

1. CPWD shall submit Preliminary Estimate(s) as per its norms and MNNIT Allahabad shall accord necessary sanction based thereon for execution by CPWD. As the project is being fully funded by the Govt. of India, no Departmental charges shall be levied by CPWD. However, for the project(s) which is/are not funded by the Govt. of India, CPWD shall levy department charges as applicable on the values of expenditure of such work(s)/project(s). Contingencies Expenditures at the rate of 3% of the Estimated Cost as per CPWD Works Manual shall be allowed and the same shall be included in the estimated cost while obtaining administrative approval, budget allocation and expenditure sanction.
2. 33.33% of the estimated cost assessed by CPWD shall be deposited as advance by MNNIT Allahabad before the award of contract to executing agency. But for deposit works which are financed entirely from Government grants, and from whom receipt of deposit is assured 2% of the rough cost of the work(s) at the time of requisition for enabling interactions with users, carrying out field surveys, soil investigation, preparation of preliminary drawings etc. as enabling cost to be able to submit preliminary cost estimate and balance of 10% of sanctioned amount on issue of expenditure sanction. The remaining advance of 33-1/3% i.e. 23-1/3% of the estimated cost of the work(s) before award of work will be deposited in advance. Thereafter, MNNIT Allahabad shall reimburse the expenditure in the full through bills raised periodically by the CPWD. The initial deposit of 33.33% would be retained for adjustment against the last portion of the estimated expenditure.

*Sharma*  
21/8/2018

*M. B. Singh*  
21-08-2018

*R. Singh*  
21/8/18

*O. K. Malhotra*  
21/08/18

3. CPWD does not bind itself to complete work(s) within the sanctioned cost. However, CPWD undertakes to intimate MNNIT Allahabad about any excess over the sanctioned cost as soon as it comes to its knowledge.
4. MNNIT Allahabad shall accord revised sanction within a reasonable time, in case cost escalation is inevitable on account of rise in cost index or otherwise due to revised requirements.
5. In case the MNNIT Allahabad fails to provide funds in time as per requirements and it may be necessary for CPWD to suspend/abandon the work. In such eventuality, MNNIT Allahabad shall be solely responsible for all the consequences arising out of such stoppage/abandonment of work including claims of contractors for compensations/damages.
6. In addition to the funds to be provided for the work(s) MNNIT Allahabad shall bear charges on security of assets, re-finishing and re-commissioning, conservancy charges etc. in the event of delay in taking over completed project or completed components of the projects independently as per phasing mutually agreed with MNNIT Allahabad without awaiting the completion of the entire project.
7. MNNIT Allahabad shall pay compensation/levies, if so required to be paid under the workmen's compensation act or any other act/law of the Central or the State Govt.
8. Funds for making payment of all amounts which may be decreed by a Court of Law, Tribunal or by award of Arbitration in relation to the work(s) will be made available by the Court, Tribunal or Arbitrator(s). Such payments will be in addition to the payments made to the contractors for execution of work(s).
9. If the amount deposited by the MNNIT Allahabad is more than the actual cost of construction which includes compensation, Arbitration award and bonus, if any, the balances will be returned to MNNIT Allahabad on completion of the work and finalization of accounts as per clause 3.6 of CPWD Works Manual 2014 will be submitted by CPWD preferably within a period of 08 (eight) months from the date of completion.

#### D. Timely Completion

1. CPWD shall execute and complete the work within the time agreed for each building or set of building or infrastructure work(s) allotted to CPWD.
2. The timely completion of a project shall be key to the implementation of this MOU. To achieve the same, an activity bar chart shall be prepared by CPWD and submitted to MNNIT Allahabad. Bar chart shall be modified periodically to capture actual progress.
3. A broad schedule of activities indicating mutually accepted dates for important activities shall be drawn up. CPWD undertakes to intimate MNNIT Allahabad about any possibility of time over run as soon as it comes to its knowledge.
4. Two stage monitoring system will be put in place as under:
  - a. Planning Stage: The responsibility shall rest with Designated Empowered Nodal office of coordinating with all the consultants appointed by MNNIT Allahabad, if any and freezing all the functional requirements in consultant with users including its finishes, services and their scope. Being the Project Management Consultant, CPWD shall be associated appropriately by the Designated Empowered Nodal Officer for the needed technical inputs during planning stage itself before drawings, its specifications are finalized by MNNIT Allahabad and internal/local body approval is initiated.

The Designated Empowered Nodal Officer shall coordinate with all consultant appointed by MNNIT Allahabad and ensure availability of all needed –Good for

*Manoj*  
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*C. L. J.*  
21/08/18

Construction drawings before tendering action is initiated by CPWD in respect of that project, its component services.

- b. Execution Stage: A project Monitoring Group (PMG) appointed by the Director, MNNIT Allahabad consisting of representatives from MNNIT Allahabad and CPWD shall continuously monitor the progress of projects and report to the Director MNNIT Allahabad.

Based on the monthly /fortnightly coordination and progress review meetings held with consultants and execution agencies engaged for the project(s), CPWD shall inform monthly progress reports including project photograph with reference to construction programme including reasons for delay, if any and corrective measures to make up progress of work as per construction programme.

5. MNNIT Allahabad shall appropriately enlarge the cost and time stipulated in the preliminary estimate if these are due to changes made of MNNIT Allahabad.
6. In case there is any delay in activities to be out by MNNIT Allahabad or its appointed consultant(s), the time for completion will be suitably adjusted/modified.

#### E. Designating Empowered Nodal Officer

1. MNNIT Allahabad shall designate a suitably empowered nodal officer coordinating with the CPWD for the project. All communications by the designated nodal officer of MNNIT Allahabad will be made with the designated officer of CPWD as Head of Project Team. The designated nodal officer shall be responsible and authorized to communicate decisions and assist CPWD in completion of the project. The nodal officer shall be empowered to take decisions on remedial measures for unforeseen situations arising out of entitles external to the project in accordance with the approved procedures.
2. The empowered nodal officer shall coordinate between CPWD and security staff of MNNIT Allahabad to control the entry and exit of all the vehicles/persons/material.

#### F. Inspection of Works

1. Duty authorized representatives of MNNIT Allahabad on prior intimation to Engineer-in-charges, including its consultants and advisors shall be allowed by CPWD to inspect the work from time to time to assess the progress and quality.
2. On formal approval from MNNIT, Allahabad, CPWD shall facilitate the visits of personal form Green Building Consultant such as TERI to the site during constructions stage, and help complete all paper works leading to issuance of the GRIHA certification/applicable green building certification or any other certification for green building norms, if needed.

#### G. Project Team

1. Considering the magnitude of work(s) of MNNIT Allahabad, to handle the work(s) CPWD shall provide exclusive office (s) for team of engineer(s) headed by:
- a. Chief Project Manager/Chief Engineer, if the total value of work(s) for MNNIT Allahabad under execution by CPWD exceeds Rs. 200 crore.
- b. Project Manager/Superintending Engineer, if the total value of works for MNNIT Allahabad under execution by CPWD is in the range of Rs. 50 crore to Rs. 200 crore.
- c. Executive Engineer, if the total value of works under execution by CPWD is less than Rs. 50 crore.

*Awad*  
21/08/18

*M. B. M.*  
21-08-2018

*E. C. M. A.*  
21/08/18

*A. M. S.*  
21/8/18

2. CPWD will endeavour to place the outstanding officers to look after the works of MNNIT Allahabad. In case the progress of works is poor or the performance of the officer is not satisfactory and there is a need to replace an officer in the midst of the progress of the work, CPWD will take MNNIT Allahabad into confidence. CPWD, with the consent of Director, MNNIT Allahabad, will endeavour to replace the officer with someone who is more likely to succeed.

#### H. Execution System

1. Applicable CPWD Works Manuals shall largely be followed for execution of works.
2. MNNIT Allahabad shall provide reasonable administrative assistance to the CPWD in the execution of the work.
3. MNNIT Allahabad shall provide authenticated ownership documents of the land, if needed and shall make available the site for work(s) free from all encumbrances' buildings/structures etc.
4. MNNIT Allahabad shall permit access to contractor's materials and labour to the site of work subject to the security regulations of MNNIT, Allahabad.
5. The prequalification from the experienced/empanelled contractors, tendering, tender scrutiny and its acceptance will be carried out by CPWD as per applicable CPWD works Manual.
6. Extra/substituted items shall be settled by CPWD as per relevant clauses/agreement with the contractor(s).
7. To ensure coordination between different contributing disciplines during execution of a buildings project, CPWD shall execute the work through a composite tender covering civil and other disciplines like sanitary, water supply, drainage, mechanical and electrical works.
8. Strictly follow and comply with all labour, safety and other statutory laws, wherever applicable, and keep MNNIT Allahabad indemnified against any loss or damage caused due to non-compliance with 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.
9. MNNIT Allahabad shall allow CPWD or its Agency to erect site office(s), site store(s) and workers rest rooms (including toilets) near the place of construction free of ground rent. These structures shall be removed and cleared by CPWD upon completion of work. In case any buildings and infrastructures work is required to be constructed by MNNIT Allahabad on the land occupied by the site office/store/workers rest rooms, CPWD shall re-locate these structures.
10. Buildings and infrastructures under construction shall be under the custody of CPWD till the works is handed over to MNNIT Allahabad.
11. All construction sites should be segregate with barricades of 3.0m high for safety and security keeping good aesthetics of the campus.
12. CPWD or its executing agency shall carryout the work in such a manner that disturbance to the campus community be minimal.
13. MNNIT Allahabad shall obtain permission for the tree cutting wherever necessary. MNNIT Allahabad shall also take responsibility to shift overhead/underground electrical transmission lines, diversion of drains/sewers, water supply lines etc. wherever necessary.

*Sharma*  
21/8/2018

*Ramesh*  
21/8/19

*W. S. S.*  
21-08-2018

*E. C. M. A.*  
21/08/18

14. MNNIT Allahabad shall permit and allow without any payment/charge drawl of ground water for the purpose of execution of works(s) for use of CPWD staff, contractor and labour etc. CPWD and their contractor shall make their own arrangement of water including making of bore well in the campus subject to prior mandatory approval from the State Government offices, if any MNNIT Allahabad shall assist in obtaining such permission but cannot give guarantee of the water supply. Under any circumstances, it will be the responsibility of CPWD and their agency to arrange for water.
15. CPWD and their contractor(s) shall make their own arrangements for electricity including setting up generator(s) on the campus during construction, subject to prior mandatory approval from the appropriate authorities, as necessary. In case the electrical connection is not available inside the campus by the UPPCL, Three/single phase temporary Electric connection shall be provided by MNNIT Allahabad at one point with electrical meter at each project site. Further distribution shall be the responsibility of the CPWD/Contractor. The required cables and electrical meter shall have to be provided by the CPWD/Contractor. The monthly electrical consumption bill shall be raised by the MNNITA to CPWD as per the prevailing rate for the commercial establishments of MNNIT Allahabad from time to time. It will be the responsibility of CPWD to realize the electricity charges from the Contractor(s) and deposit the same with the Institute.
16. CPWD shall also see to it that none of their contractors leave any liability pending after completion of their work.
17. A copy agreement between CPWD and the construction agency with detailed specifications shall be forwarded to MNNIT Allahabad soon after the award of work.
18. CPWD will have to adhere to all the norms and guidelines for site and construction management given by the concerned consultants for appropriate GRIHA rating or other applicable rating for green building norms.
19. CPWD shall advise and assist MNNIT Allahabad in obtaining necessary service connections in respect of water supply, sewerage, storm water drainage and electricity.
20. Handing over to MNNIT Allahabad or its authorized representative(s) completed building along with a set of complete and correct "As- built Drawings" along with literature, manuals, warranty certificate etc. of various installed fitting and fixtures and equipment and other documents desired will be the responsibility of CPWD.
21. CPWD shall also hand over to MNNIT Allahabad, the copies of all measurements (soft/hard copies)/ documents/bills/designs, required but only after payment of final bills and arbitration award, if any. The documents to be handed over to MNNIT Allahabad shall include, among others:-
  - a. Set of all architectural and structural drawings modified by CPWD, if any during course of execution.
  - b. Copy of geotechnical investigations report.
  - c. Set of all drawings of internal & external services, i.e. water supply & sanitary lines originally prepared or subsequently modified by CPWD.
  - d. Set of all drawings of internal & external electrical installations & wirings, HVAC, LAN, Fire fighting, Fire alarm System, Audio- visual System etc., prepared and modified by CPWD.
  - e. Copies of Final bills along with soft and hard copies of measurements.

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- f. "As-built Drawings "in hardcopy and editable softcopy form (preferably Auto CAD format) along with literature, manuals, warranty certificates, etc. of various installed fittings, fixture and equipments for the completed project, if a consultant is engaged by CPWD.
22. Defects liability, period shall be taken as 03 years from the date of completion of the work for building as a whole wherein all the construction related defect shall be rectified by the contractor at his own cost. For specialized work such as water proofing etc. the defect liability period shall be for a period of 10 years.
23. "Force Majeure" shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevent either of them from fulfilling any of their obligations under the MOU, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due negligence. Defects in equipments or material or delays in making them available, labour disputes, strike or financial problems cannot be invoked as Force Majeure by the default party. Neither of the parties shall be held liable for breach of its obligations under the MOU if it is prevented from fulfilling them by Force Majeure. The party invoking Force Majeure shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimize possible damage. As soon as possible after the occurrence of any event constituting Force Majeure, but no later than three (3) days, the CPWD shall give notice and full particulars in writing to the MNNIT Allahabad of the Force Majeure.

#### I. Quality Assurance system

1. CPWD shall ensure quality construction keeping in view national standards of the buildings and design as may be specified by the Consultants(s) incorporating the concern of MNNIT Allahabad. CPWD also agrees to man and monitor the execution of works so as to meet the aspirations of MNNIT Allahabad to create an educational campus with its infrastructure of global standard.
2. CPWD shall exercise proper quality assurance, quality control, day-to-day technical supervision of work, recording measurements and execution of works as per its procedure contained in applicable CPWD Works Manual.
3. Quality of work being the most important aspect in execution, any concern from consultants of MNNIT Allahabad shall be paid due attention and taken into consideration during execution by CPWD under intimation to MNNIT Allahabad.

#### J. Accounting and Audit

1. CPWD undertakes to get the audit of works accounts done periodically as per procedure of Controller and Auditor General of India and Shall reply to the audit observations pertaining to the work and get the same settled in so far as these pertain to its CPWD's act related to planning & execution of the work.
2. CPWD shall respond to all observations made by the Accountant General- Audit, Internal Audit of Ministry of Urban Development, Internal Audit of the Ministry of HRD, Chief technical Examiner of Central Vigilance Commission and any other statutory authority and comply with their observations.
3. CPWD shall intimate to MNNIT Allahabad the final completion cost of the project executed & completed by it.

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**K. Contractual and Legal Matters related to Execution**

1. Any dispute arising out of the operation of the contract(s) for the work(s) will be subject to arbitration as provided for in the contract agreement(s). CPWD will defend the arbitration proceedings as best as it can and get the Arbitrator's award examined by the appropriate authority. The decision of the competent authority in CPWD to accept the award or to challenge the men in a Court of Law will be binding on MNNIT Allahabad.
2. MNNIT Allahabad shall pay directly or reimburse to CPWD any claims upheld by an arbitrator or court of law relating to the work.
3. CPWD will indemnify MNNIT Allahabad against any lapses relating to GST/Works contract tax/ workers welfare cess etc. which shall be recovered from the contractor as per terms and conditions of the agreement by CPWD and the same will be remitted to the concerned authority directly, the details of which shall be rendered along with the final accounts to MNNIT Allahabad.
4. Terms and conditions of MOU can be amended, modified and supplemented at any time with prior written mutual consent of the parties.
5. MNNIT Allahabad may, at its sole discretion, terminate this MOU after giving three months notice in writing to CPWD without assigning any reason. However, MNNIT Allahabad shall meet all its contractual obligations that had arisen or will arise during the period this MOU had/ has been remains in force.
6. The penalty/compensation levied by any other statutory authority or by CPWD as per appropriate clause of the agreement at any stage of works shall be credited to work deposit, which will be adjusted appropriately in the final accounts of settlement with MNNIT Allahabad. Similarly any bonus for early completion of the work as agreement conditions, if payable to contractor, shall be paid by CPWD and debited to work deposit.

**L. Dispute between parties**

If any dispute/difference arises between the as mentioned above the same will resolved by a committee comprising Director General (CPWD) and Director MNNIT Allahabad OR in accordance with the norms and procedures approved by the Government of India in this regard.

All the litigations will be subject to the jurisdiction of courts at Allahabad.

The parties Signify their consent and agreement by the signatures of their duly authorized representative.

ON behalf of MNNIT Allahabad

On behalf of CPWD

1.

1.

Witnesses

Witnesses

1.

1.

2.

2.

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21-08-2018

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