

**MEMORANDUM OF UNDERSTANDING**

**between**

**VEER SURENDRA SAI UNIVERSITY OF TECHNOLOGY  
ODISHA**

**and**

**CENTRAL PUBLIC WORKS DEPARTMENT**

**for**

**Infrastructural Development Works of VSSUT Campus, Burla**



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This Memorandum of Understanding, hereinafter called MOU, signed on 23.08.2016 between

*Veer Surendra Sai University of Technology Odisha, Burla, Sambalpur, Odisha*, represented through its *Registrar*, hereinafter referred to as **VSSUT**, which expression shall unless repugnant to the context or meaning there of mean and include its successors, permitted assigns and representatives on the one Part and

*Central Public Works Department, Ministry of Urban Development, Government of India, New Delhi*, represented by *Executive Engineer, Sambalpur Project Division, CPWD, Sambalpur*, hereinafter referred to as **CPWD**, which expression shall unless repugnant to the context or meaning there of mean and include its successors, permitted assigns and representatives, on the second Part and

Herein collectively referred to as the "Parties" and individually referred to as the "Party".

#### RECITALS

Whereas VSSUT is desirous to collaborate with CPWD for availing the capabilities of CPWD for **Infrastructural Development Works of VSSUT Campus, Burla**, hereinafter referred to as work, and

Whereas CPWD has agreed to undertake the execution of the work mentioned above on deposit works basis.

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23/8/16

*Signature*  
23/8/16  
Executive Engineer  
Sambalpur Project Division  
Central Public Works Department



Surendra Pattnaik

No. 647 Date 17.8.16  
Sold to Executive Engineer Sambalpur from  
S. D. Pattnaik Pecth Mohan Pattnaik Division C  
Pecth Mohan Pattnaik Sambalpur  
Pecth Mohan Pattnaik S. D. Pattnaik  
Pecth Mohan Pattnaik S. D. Pattnaik

P. S. 20/6  
K. K. Pattnaik

23/8/16


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Executive Engineer  
Sambalpur Project Division  
Central Public Works Department



NOW, THEREFORE, based on the foregoing premise, the Parties express the following understandings:

- 1.1 CPWD shall execute the work from concept to completion as per Preliminary sketches and scope of work furnished by VSSUT and complete it within a period mutually agreed between the Parties. CPWD shall also carry out the execution of works in cases where VSSUT appoints its own consultant and provides design and specification to CPWD.
- 1.2 CPWD shall be responsible for structural stability, quality, aesthetics and safety of the buildings/ structures.
- 1.3 Where so required, CPWD shall submit an enabling estimate to VSSUT for preparation of site plan, soil investigation report, engagement of consultant(s), and miscellaneous expenditure. VSSUT shall convey administrative approval and expenditure sanction (hereinafter referred to as AA and ES for the sake of brevity), and deposit the estimated amount with CPWD along with sanction.
- 1.4 Based on the requirements and Scope of work furnished by VSSUT, CPWD shall prepare and submit preliminary drawings for approval of VSSUT.
- 1.5 Based on approved Preliminary Drawings, CPWD shall submit Preliminary Estimate (PE) of the work to VSSUT. The preliminary estimate shall incorporate the enabling estimate approved earlier. VSSUT shall accord Administrative Approval and Expenditure Sanction within a reasonable time.
- 1.6 CPWD shall execute the work on receipt of Administrative Approval and Expenditure Sanction from VSSUT. CPWD shall complete the work within the period mentioned in the approved Preliminary Estimate. The time period for completion shall be reckoned from the date of handing over of the corresponding sites free from all encumbrances or date of approval of building plans by local bodies/ statutory clearances, whichever is later. In case there is any delay in activities to be carried out by external agencies or due to factors beyond the control of CPWD or due to force majeure, the time for completion of the work will be suitably modified.
- 1.7 The Parties shall decide mutually the list of sub works to be executed for completion of the entire work. The same shall form the basis to execute the work in to Packages of Works Contract.
- 1.8 CPWD shall make all efforts to complete the work within the approved estimated cost. Any likely cost overrun including due to time overrun shall be intimated with justification thereof to VSSUT for approval before incurring additional expenditure.

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Executive Engineer  
Sambalpur Project Division  
Central Public Works Department  
Sambalpur, Odisha.

CPWD shall submit revised preliminary estimate with full justification to VSSUT if the actual expenditure on the work exceeds the AA and ES amount.

- 1.9 VSSUT shall make available to CPWD adequate funds for proper execution of the work and timely payment to the Contractors. VSSUT shall deposit 10% of the Estimated Cost of the work as per the Preliminary Estimate at the time of requisition/ issue of AA and ES and balance amount i.e. 23-1/3 % of the estimated cost of the work before award of work/ package, a total of 33-1/3% as the first instalment. The client shall release remaining funds in two instalments based on the progress of work and financial projections submitted by CPWD. No interest is payable by CPWD on the funds given to it.
- 1.10 Review meetings to be organized by VSSUT will be held every month or bi – monthly either at site or at the VSSUT office or as decided mutually by the both the Parties.
- 1.11 The departmental charges for the above work shall be as mutually agreed between the parties.
- 1.12 CPWD shall finalize accounts, and intimate the final cost of the work to VSSUT within 6 months of completion of work.

## **2. RESPONSIBILITIES OF CPWD**

- 2.1 CPWD shall prepare all architectural and structural drawings, conforming to relevant building norms and statutory provisions wherever required. CPWD shall prepare detailed estimate, Bill of Quantities, tender documents for execution of the work. The invitation and opening of tenders and award of work etc. shall be in accordance with CPWD Works Procedures or in the event of drawings, designs and specifications given by VSSUT, CPWD shall execute the work as per CPWD manual and procedure.
- 2.2 CPWD shall submit working architectural drawings and programme for completion of work as per approved preliminary drawings and preliminary estimate to VSSUT for approval.
- 2.3 CPWD shall provide necessary assistance to VSSUT in obtaining statutory approvals and clearances pertaining to the work from the local bodies.
- 2.4 CPWD shall carry out the prequalification and tendering etc. from the experienced agencies/ empanelled agencies/ registered contractors of CPWD depending on value of tender and work experience as prescribed in the tender and as per norms described in the updated CPWD Works Procedures as published in the CPWD website.

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23/8/16  
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Sambalpur Project Division  
Central Public Works Department  
Sambalpur Odisha



- 2.5 CPWD shall scrutinise and accept the tenders in accordance with the relevant provisions of CPWD Works Procedures. However, prior concurrence of VSSUT would be obtained before acceptance of such tender where the tendered amount is more than the corresponding provision of fund in the sanctioned Preliminary Estimate.
- 2.6 CPWD shall adopt a transparent system in all important decision related to the project implementation such as selection of Architect/ Contractor/ Agency/ Service provider. CPWD shall follow the guidelines of CVC on all the awarding of works, contracts etc.
- 2.7 CPWD shall carry out execution of work and project management including day to day supervision of work.
- 2.8 CPWD shall make all its efforts to complete the work within the agreed time frame and sanctioned cost as per approved drawings and agreed Scope of work.
- 2.9 CPWD shall intimate VSSUT about the physical and financial progress at monthly intervals.
- 2.10 CPWD shall ensure necessary Quality Assurance and Quality Control in the execution of the project in accordance with relevant IS codes & CPWD Work Procedures.
- 2.11 CPWD shall reply to and comply with all observations pertaining to work by the Auditor General, Internal Audit of the Ministry of Urban Development, Chief Technical Examiner of Central Vigilance Commission and any other Statutory Authorities.
- 2.12 CPWD shall hand over the completed buildings/ infrastructures to VSSUT along with a set of completion/ As-Built drawings, service plans and completion certificate.
- 2.13 Defect liability period shall be 12 months reckoned from the date of handing over of the completed building/infrastructure. For specialised works like water proofing, Anti-termite treatment, Resurfacing of BT roads etc. a guarantee bond is to be executed specifying the period. Any defects noticed during the guarantee period, the same shall be rectified & made good for by CPWD free of cost without any financial implication to VSSUT.
- 2.14 Any dispute arising out of the operation of contract(s) for the work or its packages will be subject to arbitration as provided for in the contract agreement. CPWD shall defend all arbitration proceedings and court cases arising out in the execution of work and get the Arbitrator's award examined by the appropriate authority. The decision of the competent authority in CPWD to accept the arbitration award or to challenge the same in a Court of Law will be final and binding on VSSUT.

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Executive Engineer  
Sambalpur Project Division  
Central Public Works Department



- 2.15 CPWD shall demand the two parts of 1<sup>st</sup> installment of funds, first of 10% of the Estimated Cost of the work as per the Preliminary Estimate at the time of requisition/ issue of AA and ES and balance amount i.e. 23-1/3 % of the estimated cost of the work before award of work/ package.
- 2.16 CPWD shall demand further deposits from VSSUT as per requirement on the basis of monthly expenditure report and progress of work. VSSUT shall make the funds available within a reasonable time of request from CPWD.
- 2.17 CPWD shall intimate VSSUT about any excess over the projected cost or any time overrun as soon as it comes to its knowledge.
- 2.18 CPWD shall intimate the final quantity & cost of each completed package of the work for final account settlement.
- 2.19 CPWD shall return the balance amount to VSSUT within 6 months of completion of the work if the amount deposited by VSSUT is more than the actual expenditure, which includes actual cost of construction plus contingencies plus service charges plus departmental charges, on the work.
- 2.20 The compensation levied by CPWD on the contractor due to delay in completion for any package of the work shall be credited to the accounts of VSSUT and shall be reflected in the final settlement of accounts.
- 2.21 VAT/ works contract Tax/ workers welfare cess/ any other statutory levy etc. shall be recovered from the contractor as per terms and conditions of the agreement by CPWD and the same will be submitted to the concerned authorities directly, the details of which shall be rendered from time to time and finally along with a complete statement after payment of final bill. CPWD shall indemnify VSSUT against any lapses, disputes etc. in this regard.
- 2.22 CPWD shall ensure & comply all the provisions of all the applicable statutes to such construction activities on the Contractor or their labourers including but not limited to EPF & Miscellaneous Provisions Act 1952, Factories Act 1948, Minimum Wages Act, B&OCW Welfare Cess Act and Insurance Act etc. VSSUT shall not hold any liability towards any Statutory Authorities in this regard. CPWD shall indemnify VSSUT in all respect in this regard.
- 2.23 CPWD/ contractors engaged by it may use water & electric supply for the construction activities pertaining to the work from nearest VSSUT source & charges shall be paid as per actual consumption & prevailing rates. CPWD/ contractors engaged by it shall make necessary arrangement for drawing water and power to site from the allotted point approved by VSSUT. If required, CPWD/ contractors engaged by it shall augment the construction water with alternative

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Executive Engineer

Sambalpur Project Division  
Central Public Works Department

means.

### 3. RESPONSIBILITIES OF VSSUT

- 3.1 VSSUT shall pay departmental charges as applicable to CPWD.
- 3.2 VSSUT shall accord AA and ES to the enabling estimate and release deposit of the estimated amount to CPWD.
- 3.3 VSSUT shall provide scope of work and requirements to CPWD for preparation of preliminary drawings of the work and accord approval of the preliminary drawings. In case the drawings are provided by the consultant appointed by VSSUT, VSSUT shall approve the drawings and designs received from its consultant(s) and provide the same to CPWD.
- 3.4 VSSUT shall hand over the site of work free from all encumbrances. If so required, CPWD may take responsibility for demolition or disposal of existing buildings and structures in possession of VSSUT.
- 3.5 VSSUT shall accord AA and ES to the preliminary estimate submitted by CPWD.
- 3.6 VSSUT shall release initial deposit @ 10% of the estimated amount to CPWD at the at the time of requisition/ issue of AA and ES.
- 3.7 VSSUT shall apply for obtaining statutory approvals and clearances from the local bodies concerned. CPWD shall provide necessary assistance in obtaining the same.
- 3.8 VSSUT shall approve working architectural drawings and programme for completion of work.
- 3.9 VSSUT shall release second deposit of 23-1/3% of approved estimated amount to CPWD on award of first construction contract, within a reasonable time of request from CPWD.
- 3.10 VSSUT shall release further deposits to CPWD on the basis of monthly expenditure report and progress of work, within a reasonable time of request from CPWD.
- 3.11 VSSUT shall ensure that adequate funds are available with CPWD for execution of the work since CPWD has no funds of its own for investment. If it becomes necessary for CPWD to suspend or abandon the work due to non-availability of funds, VSSUT shall be responsible for all the consequences including claims of contractors for compensation or damages.

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Executive Engineer  
Sambalpur Project Division  
Central Public Works Department  
Sambalpur, Odisha.



- 3.12 VSSUT shall accord approval for time and cost overrun where reasons and justifications are given by CPWD, and provide additional funds to complete the work. VSSUT shall accord AA and ES to the revised preliminary estimate if the actual expenditure on the work exceeds the AA and ES amount.
- 3.13 VSSUT shall enlarge the time and cost originally stipulated if it becomes necessary to make changes in the approved drawings.
- 3.14 VSSUT shall provide funds to CPWD 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 work, irrespective of VSSUT not being a party before the court, tribunal, or arbitrator. Such payment will be in addition to the payments made to the contractors for execution of work.
- 3.15 VSSUT shall allow CPWD or its contractors engaged for execution of work to erect a site office, store yard, labour huts, and ground water extraction facility temporarily near the place of construction, free of cost. CPWD shall remove such structures on completion of work.
- 3.16 VSSUT shall provide security clearance and access to contractors' materials and labour to the site of work; and electricity connection on payment of usual charges.
- 3.17 VSSUT shall designate a nodal officer for coordinating and communicating with the Executive Engineer, Sambalpur Project Division, CPWD. He will be authorised to take decisions and assist CPWD in completion of the work.

#### **4. EXCLUSIVITY**

- 4.1 The parties shall cooperate on a non-exclusive basis, in general. Nothing contained in this MOU is intended to create, or shall be construed as creating, an exclusive relationship between the Parties.

#### **5. CONFIDENTIALITY**

- 5.1 The Parties shall agree on the form and content of all news releases, public announcements and advertising material, prior to any issuance thereof, related to this MOU, which disclose the fact that the Parties are collaborating with respect to the work. Neither Party will publicize this MOU without the express written consent of the other Party, provided, however, that each Party shall be allowed to make such disclosures as may be required by law, regulation, or order of a court of competent jurisdiction. Notwithstanding the foregoing, each Party hereby consents to the other Party's disclosure of the existence and contents of this MOU to the Government of India.

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22/11/16

VSS University of Technology

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23/11/16  
Executive Engineer  
Sambalpur Project Division  
Central Public Works Department  
Sambalpur, Odisha.

## 6. VALIDITY OF THE MOU

- 6.1 TERM of the MOU: Unless extended by mutual consent of both the Parties, this MOU shall be valid for a period of 5 (Five) years from the date of signing of MOU.
- 6.2 TERMINATION of the MOU: The MOU herein may be terminated at any time by either Party (VSSUT /CPWD) by giving a written notice of two months to the other party. Even after the termination of the MOU, the CPWD shall be liable and be responsible for due certification of any Bills submitted by its Contractors at any time, in respect of the Work executed before the termination of the MOU.
- 6.3 In case of such Termination, CPWD shall be paid for the expenditure incurred on the work including the corresponding departmental charges.
- 6.4 In case of such Termination, the VSSUT may make use of all or any drawings, estimates or other documents prepared by CPWD, after a reasonable payment for the services of CPWD for preparation of the same.
- 6.5 EXTENSION OF MOU: The period of the MOU may be extended by both the Parties on mutual consent in writing.

## 7. AMENDMENTS

- 7.1 The terms and conditions of this MOU may be amended or modified by mutual consent of both the parties in order to change, modify, substitute or widen the scope of this cooperation and related conditions. The same must be in writing and shall be signed by both the parties.

## 8. INDEMNITY

- 8.1 CPWD shall indemnify VSSUT for any loss resulting from and as a consequence of errors, omissions arising out of negligence on the part of the CPWD or on the part of their employees/ representatives/ agents and shall take necessary action to remedy the loss, such as removal of defects, deficiencies and such other action as considered necessary by VSSUT to remedy the loss arising from such negligence.

## 9. ASSIGNMENT

- 9.1 It is understood by the Parties herein that this MOU is based on the professional competence and expertise of each Party and hence neither Party shall transfer or assign this work, or rights or obligations arising hereunder, either wholly or in part to any third party.

*[Signature]*  
22/8/16

*[Signature]*  
23/8/16  
Executive Engineer  
Sambalpur Project Division  
Central Public Works Department




## 10. SETTLEMENT OF DISAGREEMENTS

- 10.1 As a general principle, the designated CPWD representatives and designated VSSUT Officers shall work in a cohesive and cooperative environment. However, if any dispute/ difference arises between the Parties, the same will be resolved in accordance with the norms and procedures approved by the Govt. of India in this regard.

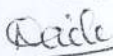
IN WITNESS WHEREOF, the Parties, have caused this MOU to be signed by their duly authorized representatives on dated 23<sup>rd</sup> day of August, 2016 at Sambalpur (Odisha).

### VEER SURENDRA SAI UNIVERSITY OF TECHNOLOGY ODISHA

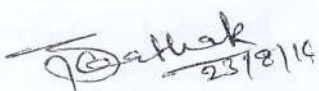
  
Name: Prof. P. K. Pradhan  
Designation: Registrar,  
VSSUT, Burla

Date: 23<sup>rd</sup> August, 2016

Witness 1

  
Akash Kumar Naik  
Maintenance Engineer(I/L)  
VSSUT, Burla

### CENTRAL PUBLIC WORKS DEPARTMENT

  
Name: Swapnil Pathak  
Designation: Executive Engineer  
Sambalpur Project Division,  
CPWD, Sambalpur

Date: 23<sup>rd</sup> August, 2016

Executive Engineer  
Sambalpur Project Division  
Central Public Works Department  
Sambalpur, Odisha.

Witness 2