

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2019

UZ 446901

MEMORANDUM OF UNDERSTANDING

प्रधान मुद्रांक कार्यालय, मुंबई
प.स. दि. 31 MAY 2019
सक्षम अधिकारी
श्रीमती ए.ए. वि. मसुरकर

THIS MEMORANDUM OF UNDERSTANDING is made at New Delhi on this 7th day of June 2019, between RESERVE BANK OF INDIA constituted by the Reserve Bank of India Act, 1934, having its Central Office at Shahid Bhagat Singh Road, Fort, Mumbai-400001, (hereinafter called 'RBI') shall mean and include its administrators, executors, successors and assignee on ONE PART, herein represented by Executive Director who is authorised by RBI to sign this agreement on its behalf and CENTRAL PUBLIC WORKS DEPARTMENT, MINISTRY OF HOUSING AND URBAN AFFAIRS, UNION OF INDIA, having their office at NIRMAN BHAWAN NEW DELHI, (herein after called 'CPWD') which term shall mean and includes their administrators, executors, successors and assignee on the OTHER PART, herein represented by Director General who is authorised to sign this agreement.

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हस्ताक्षर
महानिदेशक (पब.वि.)
महानिदेशालय, कें.सो.नि.वि./Dte. General, C.P.W.D.
निर्माण भवन, नई दिल्ली/Nirman Bhawan, New Delhi

एम. माझी/M. M. MAJHI
मुख्य महाप्रबंधक/Chief General Manager
भारतीय रिजर्व बैंक/Reserve Bank of India
प्रीमियर विभाग, केंद्रीय कार्यालय
Premises Department, Central Office
मुंबई/Mumbai-400001

WHEREAS RBI intends to engage CPWD as its PMC (Project Management Consultant), for its upcoming projects in next 10 years. A separate MOU for assigning the PMC of a particular construction project, will be executed between the concerned Regional office of RBI and CPWD of the concerned zone with terms and conditions of this standard MOU.

AND WHEREAS the CPWD has agreed to undertake the Construction of projects of RBI in accordance with the plan, requirements and specifications approved by RBI.

NOW IT IS AGREED BETWEEN THE PARTIES TO THIS MoU AS UNDER:

DEFINITIONS:

1. In this MoU, except where the context otherwise requires, the following terms/phrases shall have the meanings assigned here under.

1.1 "Administrative Approval (AA)" shall mean the acceptance of the proposals of CPWD by RBI.


1.2 "Designated Officer" shall mean, the officer or officers designated as such by RBI and CPWD for communication in relation to this MOU. Either party may change the designated officer/s by adding/removing the names of officers with prior notice to other party.


1.3 "Enabling Estimate" shall mean the estimate of cost prepared by the CPWD for doing the enabling works like the setting up of CPWD's site office, Soil Investigation, Digital Site Survey, tree survey, engagement of consultant(s) etc., which are required to be done before the start of construction of _____(work).

1.4 "Project Architect" shall mean the firm/s of Architects and other Consultants of all descriptions, engaged by CPWD, for obtaining comprehensive Architectural services for implementation of the project.

1.5 "Preliminary Estimate (PE)" shall mean the estimate of cost prepared by the Architect on the basis of CPWD Plinth Area (PA) rates and market rates for items where PA rates are not applicable, and Preliminary Architectural Designs and Plans.

1.6 "Detailed Estimate" shall mean the estimate of cost prepared by the Project Architect by adopting CPWD methodology and using the then prevailing market rates after satisfactory completion of the detailed Architectural Planning and Designing, detailed Structural Designing, detailed Designing of all the Building Services, etc which is duly scrutinised and certified by the CPWD.


हरीश कुमार/HARISH KUMAR
उप महानिदेशक (निर्माण)/Dy. Director General (Works)
महानिदेशालय, क.लो.नि.वि./Dle. General, C.P.W.D.
निर्माण भवन, नई दिल्ली/Nirman Bawan, New Delhi


एम. एम. माझी/M. M. MAJHI
मुख्य महाप्रबंधक/Chief General Manager
भारतीय रिजर्व बैंक/Reserve Bank of India
प्रीमिस विभाग, केंद्रीय कार्यालय
Premises Department, Central Office
मुंबई/Mumbai-400 001

1.7 "Departmental Charges" shall mean the charges to be paid, from time to time, by RBI, at 5.6% (4.2% in case Architectural services are not covered under scope of CPWD,) of the Estimated cost as per Administrative approval or Actual Cost of the project whichever is lower, qualifying for determination of the total extent of these charges to CPWD as per the related terms of payment for providing end-to end services under this MOU to the RBI. The consultancy fees of the Project Architect and any other consultant(s) is part of Departmental Charges.

1.8 "Expenditure Sanction" (ES) shall mean sanction of the expenditure for the purpose of the project under this MOU by RBI.

1.9 "CONTRACTOR" shall mean Contractor or Contractors or suppliers or agencies employed/ engaged by CPWD for carrying out the project works/jobs/tasks or any other connected works/jobs/tasks under this MOU.

1.10 "Actual cost of the project "

(i) shall include the following:

a) All the final payments made to the Contractor/sas agreed upon in the tender, for the project. These shall include the all the materials including testing charges, cost of labour and all other charges, fees, welfare cess, Goods and Services tax or any other tax, being in force or which may come into force or be amended (both + or -) during the execution of the Project, as applicable to the execution of works/jobs/tasks and including pre-project expenditure like site survey, soil testing related to project as certified by CPWD.

(ii) The actual cost of project shall not include the following for the purpose of calculation of CPWD"s Departmental Charges:

a) Cost of land.

b) Cost paid by the RBI to local Government or any other statutory body or bodies for getting approval for the project like Electricity Board, Deposits for Electrical connection charges, Water Supply connection, Storm Water Drainage / Sewer Connection, Charges to be paid for obtaining Fire NOC, Charges to be paid for Environmental Clearance, Charges to be paid for obtaining Building permissions and Commencement Certificate and any other permissions/ certificates etc., other required Statutory deposits/payments to be made by the RBI, etc.,



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निर्माण भवन, नई दिल्ली/Nirman Bhawan, New Delhi



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एम. एम. माडो/M. M. MAJHI
मुख्य महाप्रबन्धक/Chief General Manager
भारतीय रिज़र्व बैंक Reserve Bank of India
प्रीमिस विभाग, केन्द्रीय कार्यालय
Premises Department, Central Office
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1.11 "Project" shall mean construction of at..... on deposit work basis.

2. RESPONSIBILITIES OF CPWD.

2.1. CPWD shall execute the work from concept to completion as per scope of work given by RBI and complete it within a period mutually agreed between the parties.

OR

CPWD shall execute the work as per the drawings and designs received from the Project Architect engaged by RBI and complete it within a period mutually agreed between the parties.

2.2. CPWD shall be responsible for the structural stability, quality, and aesthetics of the buildings.

2.3. CPWD shall submit an enabling estimate and RBI shall release payment towards the enabling estimate.

2.4. Based on the requirements and scope of the work given by RBI, CPWD shall engage a Project Architect through design competition by public advertisement (including RBI website). A nominated officer of RBI will also be part of panel to oversee that Bank's functional requirements are met in design.

2.5. CPWD shall submit Project report including Design Basis Report, confirmation of local bye laws and other statutory approvals, Area charts, Project plans, Preliminary Estimate along with Preliminary Drawings to RBI. The Preliminary Estimate shall incorporate the enabling estimate approved earlier.

2.6. CPWD shall submit programme (in the agreed format viz. Bar chart/ CPM/ MSP etc.) for completion of project i.e., for planning/designing, statutory approvals, tender process and execution of work for approval of RBI.

2.7. CPWD shall obtain all the required statutory approvals and clearances from appropriate statutory authorities, departments concerned of the Central/ State Government for the project prior to execution, during execution and after completion as required, on behalf of RBI, for which necessary assistance, such as providing title deeds and other documents/drawings, shall be provided by RBI.

2.8. CPWD shall prepare all architectural, mechanical-electrical-plumbing (MEP) services and structural drawings, bill of quantities, specifications, and tender documents based on the approved preliminary drawings for execution of work and

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भारतीय रिज़र्व बैंक, Reserve Bank of India
परिचय विभाग, प्रमुख कार्यालय
Premises Department, Central Office
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submit the same to Bank for information. Observations made by RBI, if any, shall be incorporated by CPWD for making necessary changes. The structural design and drawings shall be got proof checked from reputed Institutions like IITs before tendering. The technical sanction shall be accorded by CPWD.

2.9. The tender documents for design, supply, installation, testing and commissioning of equipment(s) like electrical, mechanical, HVAC, security, IT related and other special installations, etc. shall also contain the provisions for maintenance of equipment during warranty period as also the maintenance of equipment during post warranty period under Comprehensive Annual Maintenance Contract (CAMC)/ Annual Maintenance Contract (AMC), as the case may be by way of a bipartite agreement between RBI and respective service provider along with adequate performance bank guarantee. Period and terms and conditions of AMC/CAMC after DLP is to be decided on advice of RBI.

2.10. CPWD shall inform RBI about the Pre-bid meetings for participation of its representative.

2.11. CPWD shall carry out tender process i.e., invitation of tender, scrutiny, award of work etc., confirming to CVC guidelines. The Notice Inviting Tenders shall also be released on the RBI's website. The final decision on award of the work shall be the responsibility of CPWD.

2.12 CPWD shall submit accepted tender cost with all details for information to the RBI. A copy of the agreement as executed with the contractor shall be forwarded to the RBI for information and record.

2.13. CPWD shall take possession of the plot from RBI for construction work. If so required, CPWD shall carry out demolition of existing buildings and disposal of debris/scarp. After taking possession of the plot, the security of the plot shall be ensured by CPWD.

2.14. CPWD shall complete the work within the approved programme for completion of project. The completion time for construction work shall be reckoned from the date of approval of building plans by the local statutory authorities or handing over of the site by RBI, whichever is later. In case there is any delay due to factors beyond the control of CPWD, the programme for completion of the project work shall be suitably modified with the approval of RBI.

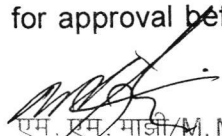
2.15. CPWD shall make all efforts to complete the project within the ES. Any likely cost overrun shall be intimated, with justification thereof, to RBI for approval before



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मुख्य महाप्रबंधक/Chief General Manager
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प्राथमिक विभाग, केंद्र कार्यालय
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incurring additional expenditure beyond ES. CPWD shall submit revised estimate with full justification to RBI if the actual expenditure on the work exceeds by more than 5% of AA amount.

2.16. Project management including day-to-day supervision of work by providing a dedicated and competent team as per CPWD standards to ensure execution of work as per prescribed drawings, specifications, guidelines, regulations and timely completion.

2.17. CPWD shall ensure quality assurance & quality control of work including testing of material through reputed laboratories as per IS/relevant codes.

2.18. CPWD shall consult RBI in finalisation of finishing items, colour schemes etc.

2.19. CPWD shall keep RBI informed of the physical and financial progress of the project at monthly interval in agreed format.

2.20. CPWD shall inform RBI before carrying out changes from approved drawings/requirements.

2.21. CPWD shall hand over the completed building to RBI i.e. with occupation certificate, all service connections, licenses, permissions, handing over of various equipment along with Comprehensive/Annual Maintenance Contracts (AMC), a set of completion drawings, service plans, complete list of inventory, certified copy of final measurement books including abstract for information, record and use in future, etc.


2.22. CPWD shall finalize accounts including liquidated damages, if any etc., and intimate the final cost of the work to RBI within 6 months of completion of project work and shall return the balance amount to RBI if the amount deposited by RBI is more than the actual cost of the project work. CPWD will also provide the detailed break-up of final cost. Compensation levied by CPWD against the contractor, if any, for delayed completion of any work under the project shall be credited to the account of RBI.

2.23. The defect liability period shall be 12 months from the date of completion of the project as per CPWD General Conditions of Contract for CPWD works. CPWD shall also ensure smooth transmission of AMC contracts for various services and amenities.

2.24. CPWD shall be wholly and solely responsible for any observations /comments/defects observed by any authority including CVC in the planning and procedures of execution of the project. CPWD shall reply to and comply with the observations pertaining to work by Chief Technical Examiner, Auditor General, Internal Audit of the Ministry of Urban Development and other statutory authorities.

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एम.एम. माडो/M. M. MAJHI
मुख्य महाप्रबंधक/Chief General Manager
भारतीय रिजर्व बैंक, इलाहाबाद, उ.प्र./India
प्राथमिक निदेशक/Principal Officer
प्रेमजित सिंग/ Premjit Singh, Principal Officer
मुख्य

2.25. CPWD shall make all efforts for smooth execution of contract with Contractor to avoid any dispute. In case of unavoidable dispute with any of the contracts engaged in execution of the project work, CPWD shall defend all legal proceedings including arbitration proceedings against RBI. CPWD shall consult RBI before taking any decision to accept or challenge the arbitration award or order of the court or tribunal.

2.26. CPWD shall comply with provision of all the statutes applicable to construction activities including labour laws, and shall indemnify RBI and keep indemnified RBI against non-observance of any law and also against all third-party claims relating to the Project. CPWD shall act as Principal Employer in respect of all statutory obligations related to the workmen deployed at site for execution of the Project.

2.27. CPWD shall indemnify and keep RBI indemnified against any claims, demands, actions or proceedings due to execution of the Project during or after completion of work.

2.28. All costs towards stamp paper etc. in connection with this MOU shall be borne by CPWD.

2.29. CPWD shall provide all necessary co-operation for inspection by RBI's representative(s) or third-party audit appointed by RBI and shall carryout rectifications, if any, suggested within a period of 30 days from the date of advice.

3. RESPONSIBILITIES OF RBI

3.1. RBI shall pay departmental charges @ 5.6% or 4.2% in case Architectural services are not covered under scope of CPWD of Estimated cost as per Administrative approval or actual cost of the project whichever is lower.

3.2. RBI shall accord AA to scope of work and requirements to CPWD for preparation of preliminary drawings for the project.

3.3 RBI shall approve the preliminary drawings & PE and accord ES.


3.4. RBI shall verify the specifications and drawings along with detailed estimate, and provide its comments or suggestions, if any, to CPWD, before CPWD invites the tender/s to ensure that its requirements are fully met.

3.5. RBI shall hand over the vacant possession of the plot for construction.

3.6 RBI shall provide necessary assistance like providing title deeds and other documents/drawings to CPWD for obtaining necessary statutory approvals and



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निर्माण विभाग, नई दिल्ली/Nirman Division, New Delhi



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भारतीय रिज़र्व बैंक/Reserve Bank of India
परिष्कार विभाग, के.ए.ए.सी. कार्यालय
Premises Department, Central Office
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clearances from appropriate statutory authorities, departments concerned of the Central/ State Government.

3.7 RBI shall monitor the work as per the programme for completion of the project work.

3.8 RBI shall accord approval for time and cost overrun where reasons and justifications are given by CPWD and provide funds accordingly to complete the work. RBI shall need to accord ES to the revised estimate if the likely actual expenditure on the work exceeds more than 5% of the estimated cost as per Administrative approval.

3.9. RBI shall modify time and cost originally approved if it becomes necessary to make changes in the approved drawings or specifications or scope of work.

3.10. RBI 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 Project, irrespective of RBI 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 the Project.

3.11. RBI shall allow CPWD and contractors engaged for execution of project to erect a site office, store yard, labour huts, and ground water extraction facility temporarily near the place of construction, free of cost after obtaining due permissions from local authority(s) as may be required. CPWD/ its contractors shall remove such structures on completion of the project work.

3.12. RBI shall provide security clearance and access to contractor's materials and labour to the site of work. Electricity and water may be allowed from the electricity and water connection on payment of usual charges with prior approval of RBI.

4. GENERAL TERMS AND CONDITIONS.

4.1. RBI & CPWD shall designate a nodal officer each for coordination and communication.

4.2. Any differences between RBI & CPWD shall be resolved mutually through discussions in the meetings between Chief General Manager/Regional Director, RBI, Chief Project manager/Project Manager, CPWD.

4.3 CPWD shall not assign or transfer or part with any of the rights or duties or obligations wholly or in part under this agreement without prior consent of the RBI.



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महा-निर्माण-अलय, के.लो.नि.वि./Dte. General, C.P.W.D.
निर्माण-अलय, नई दिल्ली/Nirman E.Lawan, New Delhi



एम. एम. माजी/M. M. MAJHI
मुख्य महाप्रबंधक/Chief General Manager
भारतीय रिज़र्व बैंक Reserve Bank of India
परिष्कार विभाग, मुंबई-400001
Premises Department, Central Office
मुंबई/Mumbai-400001

However, for all practical purposes CPWD shall remain solely responsible to RBI for satisfactory and timely completion of the project.

5. PAYMENT TERMS

5.1 RBI shall release the enabling estimate when so required based on CPWD demand.

5.2. RBI shall convey AA and ES and release initial deposit @ 10% of the estimated amount to CPWD along with sanction.

5.3. These deposit/s shall be retained for adjustment against last portion of the expenditure and no interest as such is payable by CPWD on the funds provided to it.

5.4. CPWD shall demand further deposits from RBI as per requirement on monthly basis based on progress of work. And will be released in two weeks' time subject to overall ceiling of estimated cost as per Administrative approval

6. REDRESSAL OF DISPUTES

6.1. If any dispute arises between the parties, the same shall be resolved by the Director General of works and Deputy Governor/Executive Director of Premises Department, RBI, whose decision/s shall be final and binding on both the parties.

7. TERMINATION OF MoU

7.1. This MoU shall be valid for a period of 10 years.

7.2. Either party may terminate this MoU after a notice of two months. If RBI decides to terminate this MoU or abandon the work, it shall pay to CPWD the expenditure incurred on the project. If the MoU is terminated by CPWD, no compensation shall be payable to RBI, but the accounts shall be settled by CPWD and refund balance deposit, if any.

7.3. In case Contractor terminates the contract, CPWD shall ensure completion of the balance work through other contractor as per CPWD procedure.

8. AMENDMENTS

Any of the terms or conditions of this MoU may be amended or modified by mutual consent of both the parties by executing another MoU or supplementary MoU or exchange of letters.

HK

हरीश कुमार/HARISH KUMAR

उप निदेशक (निर्माण)/Dy. Director General (Works)

लव, न. स. वि. वि./Dts. General, C.P.W.D.

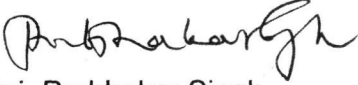
New Delhi

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एम. एम. माजी/M. M. MAJHI
मुख्य महाप्रबंधक/Chief General Manager
भारतीय रिज़र्व बैंक, रिज़र्व बैंक ऑफ इंडिया
प्रीमिसेस विभाग, केंद्रीय कार्यालय
Premises Department, Central Office
मुंबई/Mumbai-400 001

IN WITNESS WHEREOF, the parties signify this MoU by the signatures of their duly authorized representatives.

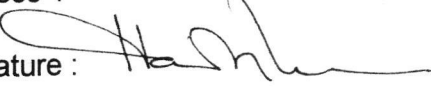
For & on behalf of CPWD

Signature : 

Name : Shri. Prabhakar Singh

Designation : Director General
प्रभाकर सिंह/PRABHAKAR SINGH
महानिदेशक/Director General
केन्द्रीय लोक निर्माण विभाग/C.P.W.D.
निर्माण भवन, नई दिल्ली-110011
Nirman Bhawan, New Delhi-110011

Witness 1

Signature : 

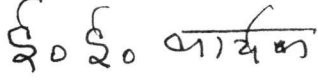
Name : Shri. Harish Kumar

Designation : Dy. Director General(Works)
हरीश कुमार/HARISH KUMAR
उप महानिदेशक (निर्माण)/Dy. Director General (Works)
महानिदेशालय, के.सो.नि.वि./Dte. General,
निर्माण भवन, नई दिल्ली/Nirman Bhawan

Date: June 07, 2019

Place: New Delhi


For & on behalf of RBI

Signature : 

Name : Shri. Eugene E. Karthak
युजीन ई. कार्थक/EUGENE E. KARTHAK
Executive Director

Designation : Executive Director
भारतीय रिज़र्व बैंक/Reserve Bank of India
केन्द्रीय कार्यालय/Central Office
शाहीद भगतसिंह मार्ग/Shahid Bhagat Singh Marg
मुंबई/Mumbai-400 001.

Witness 2

Signature : 

Name : Shri. M.M. Majhi

Designation : Chief General Manager
एम. एम. माझी/M. M. MAJHI
मुख्य महाप्रबंधक/Chief General Manager
भारतीय रिज़र्व बैंक/Reserve Bank of India
परिसर विभाग, केन्द्रीय कार्यालय
Premises Department, Central Office
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