MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made at New Delhi on this Twenty Third day of March, 2022, between PUNJAB NATIONAL BANK (hereinafter called 'PNB') shall mean and include its administrators, executors, successors and assignee on ONE PART, herein represented by CHIEF GENERAL MANAGER, GENERAL SERVICES ADMINISTRATION DIVISION, HEAD OFFICE who is authorized by PNB 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 DEPUTY DIRECTOR GENERAL (WORKS) who is authorized to sign this agreement.

PNB and CPWD are hereinafter collectively referred to as 'parties' and individually as 'party'.

WHEREAS PNB 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 Office of PNB (Head Office/Zonal Office/Circle Office) 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 and upgradation/ special repair works of PNB in accordance with the plan, requirements and specifications approved by PNB.

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

DEFINITIONS:

1.0 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 PNB.

1.2 "Designated Officer" shall mean, the officer or officers designated as such by PNB 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, structural and other 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 scrutinized and certified by the CPWD.

1.7 "Departmental Charges" shall mean the charges to be paid, from time to time, by PNB, at 5.6% (4.2% in case Architectural services are not covered under scope of CPWD, such as preparation of preliminary sketches, detailed working drawing, preliminary estimates, detailed estimates, structural designs and other services drawings) of the Estimated cost as per administrative approval (with variations upto +10%) / revised 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 PNB. 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 PNB

1.9 "CONTRACTOR" shall mean Contractor or Contractor(s) or suppliers of 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/s + contingencies as agreed. upon in the tender, for the project. These shall include 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 PNB 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 PNB.

2. RESPONSIBLITIES OF CPWD

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

OR

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

2.2. CPWD shall be responsible for the structural stability, quality, and aesthetics of the buildings except for the case in which Project Architect engaged by PNB. However, in all cases CPWD shall be responsible for workmanship and quality of work.

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

2.4. Based on the requirements and scope of the work given by. PNB, CPWD shall engage a Project Architect through design competition by public advertisement (including PNB website). A nominated officer of PNB will also be part of panel to oversee that PNB'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 statuary approvals, Area charts, Project plans, Preliminary Estimate along with Preliminary Drawings to PNB. 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, statuary approvals, tender process and execution of work for approval of PNB.

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 PNB, for which necessary assistance,

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such as providing title deeds and other documents/drawings, shall be provided by PNB.

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 submit the same to PNB for information. Observations made by PNB. 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 for non-EPC works.

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 PNB and respective service provider along with adequate performance bank guarantee. Period and terms and conditions of AMC/CAMC after Defect Liability Period (DLP) is to be decided on advice of PNB

2.10. CPWD shall inform PNB 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 PNB'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 PNB. A copy of the agreement as executed with the contractor shall be forwarded to the PNB for information and record.

2.13. CPWD shall take possession of the plot from PNB for construction work. If so required, CPWD shall carry out demolition of existing buildings and disposal of debris/scrap. 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 date of start of the work(s) shall be reckoned from the 30th day after the payment of advance of deposit or the date of handing over the site 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 PNB.

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 PNB for approval before incurring additional expenditure beyond ES. CPWD shall submit



revised estimate with full justification to PNB if the actual expenditure on the work exceeds by more than 10% of AA amount. CPWD does not bind itself to complete the work within the AA & ES.

2.16. Project management includes 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 PNB in finalization of finishing items, colour schemes, etc.

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

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

2.21. CPWD shall hand over the completed building to PNB i.e., with occupation certificate, all service connections, licenses, permissions, handing over of various equipment along with Comprehensive/Annual Maintenance Contracts (CAMC/AMC), a set of completion drawings, service plans, complete list of inventories, final quantities of maintenance items 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 PNB within 6 months of completion of project work and shall return the balance amount to PNB if the amount deposited by PNB 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 PNB.

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 CAMC/ 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.

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

contractors engaged in execution of the project work, CPWD shall defend all legal proceedings including arbitration proceedings against PNB.

2.26. CPWD shall comply with provision of all the statutes applicable to construction activities including labour laws, and shall indemnify PNB and keep indemnified PNB 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 PNB indemnified against any claims, demands, actions or proceedings due to execution of the Project during or after completion of work.

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

2.29. CPWD shall ensure that the deposit submitted by the PNB including the contingencies is utilized on PNB's projects only. The contingencies shall be utilized for the project as per the prevalent CPWD Manual & its standard operating procedure.

3. RESPONSIBLITIES OF PNB

3.1 PNB shall pay departmental charges@ 5.60% or 4.2% in case Architectural services not covered under scope of CPWD (such as preparation of preliminary sketches, detailed working drawing, preliminary estimates, detailed estimates, structural designs and other services drawings) of estimated cost as per administrative approval (with variations upto +10%) / revised administrative approval or actual cost of the project whichever is lower.

3.2 PNB shall release payments towards enabling estimate.

3.3 PNB shall accord AA to scope of work requirements to CPWD for preparation of preliminary drawings for project.

3.4 PNB shall approve preliminary drawings & PE and accord ES.

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

3.6 PNB- shall hand over the vacant possession of the plot for construction.

3.7 PNB shall provide necessary assistance like providing title deeds and other documents/ drawing to CPWD for obtaining statutory approvals and

clearances from appropriate statutory authorities, departments concerned of the Central/ State Government.

3.8 PNB shall monitor the work as per the programme for completion of the project work.

3.9 PNB shall accord approval for cost overrun where reasons and justifications are given by CPWD and provide funds accordingly to complete the work. PNB shall need to accord ES to the revised estimate if the likely actual expenditure on the works exceeds more than 10% of the estimated cost as per administrative approval.

3.10. PNB shall modify time and cost originally approved if it becomes necessary on the basis of justifications given by CPWD.

3.11 PNB 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 PNB not being a party before the court, tribunal, arbitrator. Such payments will be addition to the payments made to the contractor(s) for execution of work.

3.12. PNB shall allow CPWD and contractors engaged for execution of work to erect a site office, store yard, labour huts, and ground water extraction facility temporarily near the place 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.

3.13. PNB 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 PNB.

4. GENERAL TERMS AND CONDITIONS.

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

4.2. Any differences between PNB & CPWD shall be resolved mutually through discussions in the meetings between General Manager/ Zonal Manager, PNB and 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 PNB

4.4 For all practical purposes CPWD shall remain solely responsible to PNB for satisfactory and timely completion of the project

4.5 Any dispute arising out of the operation of the contract(s) for the subject work will be subject to arbitration as provided for in the contract agreement. 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 same in a court of Law will be binding on the PNB.

4.6 The CPWD has no funds of its own for investing in the project/work. The PNB should, therefore, ensure that adequate funds are available with CPWD for executing the work. In case, the PNB fails to provide funds as per requirements, it may be necessary for CPWD to suspend /abandon the work. In such eventualities, the PNB shall be solely responsible for all the consequences arising out of such stoppage/abandonment of work including claims of contractor(s) for compensation / damages.

5. PAYMENT TERMS

5.1 PNB shall release the amount of enabling estimate when so required based on CPWD demand.

5.2 PNB 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 PNB as per requirement on monthly basis based on progress of work and will be released in two weeks' time.

6. REDRESSAL OF DISPUTES

6.1 If any dispute arises between the parties, the same shall be resolved by the Deputy Director General of works and Chief General Manager of General Services Administration Division, Head Office, PNB, whose decision/s shall be final and binding on both the parties.

7. TERMINATIONS 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 PNB 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 PNB, 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

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

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

For & on behalf of CPWD	For & on behalf of PNB
Signature	Signature
Name: Shri. Harish Kumar	Name: Shri. Bikker Singh Mann
Designation: Deputy Director General (Works)	Designation: Chief General Manager
Witness 1	Witness 2
Signature: 23.3.22	Signature:
Name राजन मोघा निदेशक (पी.एम. एवं पी.जी.) कार्यालय महानिदेशक, के.लो.नि.वि. निर्माण भवन, नई दिल्ली	Name Nandakishor Wanidkar
Designation:	Designation: Asst. General Manager
Date:	Date: 23/03/22
Place: New Delhi	Place: New Delhi