



सत्यमेव जयते

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Government of National Capital Territory of Delhi

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Unique Doc. Reference : SUBIN-DL77970325205052287002S
Purchased by : DDG WORKS
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : DDG WORKS
Second Party : IGNOU
Stamp Duty Paid By : DDG WORKS
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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MEMORANDUM OF UNDERSTANDING

BETWEEN

INDIRA GANDHI NATIONAL OPEN UNIVERSITY, NEW DELHI

AND

CENTRAL PUBLIC WORKS DEPARTMENT, NEW DELHI

FOR THE

WORKS OF CONSTRUCTION & DEVELOPMENT OF REGIONAL CENTRE PROJECTS AT PORT BLAIR, RAJKOT, PUNE & TRIVANDRUM OF INDIRA GANDHI NATIONAL OPEN UNIVERSITY (IGNOU) BEING FUNDED BY HIGHER EDUCATION FUNDING AGENCY (HEFA)

(CENTRALIZED MOU)

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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MEMORANDUM OF UNDERSTANDING

Between

Indira Gandhi National Open University, New Delhi

AND

Central Public Works Department

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This Memorandum of Understanding, hereinafter called MOU, signed on 21st day of July, 2020 between Indira Gandhi National Open University, New Delhi represented by Registrar (Administration), IGNOU Maidan Garhi New Delhi-68, hereinafter referred to as IGNOU, on the one part and Central Public works Department, Ministry of Urban Development, Government of India, Nirman Bhawan, New Delhi, represented by the Dy. Director General (Works) CPWD, New Delhi hereinafter referred to as CPWD, second part.

Whereas IGNOU intends to collaborate with CPWD for availing its capabilities for Construction and development of its Regional Centres at Port Blair, Rajkot, Pune and Trivandrum, hereinafter referred to as work and whereas CPWD has agreed to undertake the execution of works mentioned above on deposit basis. Now, therefore, the parties to this MOU agree for the following:

A Responsibilities of CPWD

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

Or

CPWD shall execute work as per drawings and designs received from the consultant (s) engaged by IGNOU and complete it within a period mutually agreed between the parties, in writing.

2. CPWD shall be responsible for the structural stability (If designed by CPWD), quality and aesthetics of the building.
3. Where so required, CPWD shall submit an enabling estimate to IGNOU for preparation of site plan, soil investigation report, engagement of consultant(s) and miscellaneous expenditure. IGNOU shall convey administrative approval and expenditure sanction (hereinafter referred to as AA & ES for the sake of brevity) and release the initial deposits of the estimated amount with CPWD along with sanction.
4. Based on the requirements and scope of work given by IGNOU CPWD shall submit preliminary drawings to IGNOU for approval.
5. Based on approved preliminary drawings, CPWD shall submit preliminary estimate of the work to IGNOU. The preliminary estimate shall incorporate the enabling estimate approved earlier, if any. IGNOU shall convey AA and ES and release initial deposit @ 10% of the estimate amount to CPWD along with sanction. This deposit shall be retained for adjustment against last portion of the expenditure.

6. CPWD shall obtain statutory approvals and clearances from the local bodies. IGNOU shall provide necessary assistance.
7. CPWD shall submit working architectural drawings (If applicable) and programme for completion of work as per approved preliminary drawings and preliminary estimate to IGNOU for approval.
8. CPWD shall prepare all architectural and structural drawings (If applicable), bill of quantities, specifications, tender documents required for execution of work.
9. CPWD shall demand second deposit of 10% of approved estimated amount from IGNOU on the award of first construction contract. IGNOU shall make this deposit within two weeks of request from CPWD.
10. CPWD shall demand further deposits from IGNOU as per requirement on the basis of monthly expenditure report and progress of work. IGNOU shall make deposits within two weeks of request from CPWD.
11. CPWD shall complete the work within the period mentioned in the approved preliminary estimate. The completion time shall be reckoned from the date of approval of building plans by local bodies or handing over of clear site by IGNOU, 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, the time for completion of the work will be suitably modified.
12. CPWD shall make all efforts to complete the work within the approved estimated cost. Any likely cost overrun shall be intimated with justification thereof to IGNOU, for approval before incurring additional expenditure. CPWD shall submit revised preliminary estimate with full justification to IGNOU if the expenditure on the work exceeds by more than 10% of the AA and ES amount.
13. Compensation levied by CPWD on the contractor for delayed completion of work shall be credited to accounts of IGNOU.
14. CPWD shall finalize accounts and intimate the final cost of the work to IGNOU within 6 months of completion of work.
15. CPWD shall return the balance amount to IGNOU within 6 months of completion of the work if the amount deposited by IGNOU is more than the actual expenditure on the work.
16. CPWD shall hand over the completed buildings to IGNOU along with a set of, completion drawings, service plans and completion certificate.
17. The defect liability period shall be 12 months from the date of completion for work costing more than Rs.10 lakhs as per General Conditions of contract for CPWD Work.
18. CPWD shall reply to and comply with the observation pertaining to work by Chief Technical Examiner, Auditor General, Internal Audit of the Ministry of Urban Development and other statutory authorities.
19. CPWD shall defend all arbitration proceedings and court cases related to execution of work. The decision of the competent authority in CPWD to accept or challenge the arbitration award or order of the court or tribunal will be final and binding on IGNOU.
20. CPWD shall comply with provisions of all the statutes applicable to construction activities and IGNOU shall have no liability in this regard.
21. CPWD shall provide necessary details/documents/statutory approvals, etc. as per the requirement of Higher Education Funding Agency (HEFA) from time to time.

B Responsibilities of IGNOU

1. IGNOU shall accord AA and ES to the estimate and release deposit of the estimated amount to CPWD. No departmental charges are applicable.
2. IGNOU shall provide scope of work and requirements to CPWD for preparation of preliminary drawings of the work and accord approval of the preliminary drawings. IGNOU shall approve the drawings and designs received from its consultant (s) and provide the same to CPWD, if applicable.
3. IGNOU shall hand over vacant possession of land and ownership documents to CPWD. If so required, CPWD shall take responsibility for demolition or disposal of existing buildings and structures.
4. IGNOU shall accord AA and ES to the preliminary estimate submitted by CPWD and release initial deposit @10% of the estimated amount to CPWD along with issue of AA and ES. No interest is payable by CPWD on the funds given to it.
5. IGNOU shall provide necessary assistance to CPWD for obtaining statutory approvals and clearances from the local bodies concerned.
6. IGNOU shall approve working architectural drawing and programme for completion of work, if found satisfactory.
7. IGNOU shall release second deposit of 10% of approved estimated amount to CPWD on award of first construction contract, within two weeks of request from CPWD, in writing.
8. IGNOU shall release further deposits to CPWD on the basis of monthly expenditure report and progress of work within two weeks of request from CPWD, in writing.
9. IGNOU 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 solely due to non-availability of funds, IGNOU shall be responsible for all the consequences including claims of contractors of compensation or damages.
10. If the expenditure of work is likely to exceed more than 10% of AA & ES, CPWD shall submit a revised preliminary estimate with justification. IGNOU shall accord approval of revised preliminary estimate on the basis of the reasons and justification given by CPWD, and provide additional funds to complete the work.
11. IGNOU shall enlarge the time and cost originally stipulated if it becomes necessary to make change in the approved drawings.
12. IGNOU 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 any arbitrator in relation to the execution of work irrespective of IGNOU not being a party before the court, tribunal or arbitrator. Such payment will be in addition to the payments made to the contractors.

13. IGNOU 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 structure on completion of work.
14. IGNOU shall provide security clearance and access to contractors, materials and labour to the site of work and electricity connection on payment of usual charges.
15. IGNOU shall designate a nodal officer for coordinating and communicating with Er. Harish Kumar, Deputy Director General (Works) CPWD, Nodal Officer for IGNOU Works, CPWD, Room No. 114, A Wing, First Floor, Nirman Bhawan, New Delhi-110 011. He will be authorized to take decisions and assist CPWD in completion of the work.

C REDRESSAL OF DISPUTES AND JURISDICTION

- a) If any dispute or differences arise between the parties, the same shall be attempted to be settled with mutual discussion, and in case of failure, the same will be resolved in accordance with the procedure prescribed by the Government of India in this regard.
- b) This MoU is governed by the Indian laws. The courts in Delhi alone shall have jurisdiction in all matters arising out of this MoU.

D Termination of MoU

1. This MoU shall be valid up to satisfactory completion of works assigned to CPWD or settlement of accounts between the parties hereto, whichever is later,
2. Either party may terminate this MoU after a notice of two months. If IGNOU decides to terminate this MoU or abandon the work, it shall pay to CPWD the expenditure incurred on the work. If the MoU is terminated by CPWD, no compensation shall be payable to IGNOU.

In witness whereof, the parties have caused this MoU to be duly executed by their authorized signatories on the date and year above mentioned.

For & on behalf of CPWD

Signature

Name : HARISH KUMAR

Designation : DEPUTY DIRECTOR

GENERAL (WORKS)
Deputy Director General (Works)
महानिर्माण विभाग, दिल्ली / Dir. General, C.P.W.D.
निर्माण भवन, नई दिल्ली / Nirman Bhawan, New Delhi

Witness 1

Signature

Name :

Designation :

Date

For & on behalf of IGNOU

Signature

Name : VIDYA BHAGAT NEGI

Designation : REGISTRAR
कुलसचिव (प्रशासन) का.व. / Registrar (Admn.) Uo
इंदिरा गांधी राष्ट्रीय खुला विश्वविद्यालय
मैदान गढ़ी, नई दिल्ली-68 / Maidan Garhi, New Delhi-68

Witness 1

Signature

Name :

Designation :

Date



सत्यमेव जयते

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Government of National Capital Territory of Delhi

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|---------------------------|--|
| Certificate No. | : IN-DL58256002981959S |
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| Unique Doc. Reference | : SUBIN-DLDL77970325203470091956S |
| Purchased by | : DDG WORKS |
| Description of Document | : Article 5 General Agreement |
| Property Description | : Not Applicable |
| Consideration Price (Rs.) | : 0 (Zero) |
| First Party | : DDG WORKS |
| Second Party | : IGNOU |
| Stamp Duty Paid By | : DDG WORKS |
| Stamp Duty Amount(Rs.) | : 100 (One Hundred only) |



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MEMORANDUM OF UNDERSTANDING

BETWEEN

INDIRA GANDHI NATIONAL OPEN UNIVERSITY, NEW DELHI

AND

CENTRAL PUBLIC WORKS DEPARTMENT, NEW DELHI

FOR THE

WORKS OF CONSTRUCTION / RENOVATION / UP-GRADATION AND MAINTENANCE WORKS OF
INDIRA GANDHI NATIONAL OPEN UNIVERSITY AT ITS HEADQUARTERS AT MAIDAN GARHI,
ASIAN GAMES VILLAGE FLATS AT NEW DELHI AND REGIONAL CENTRES ALL OVER THE
COUNTRY

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MEMORANDUM OF UNDERSTANDING

Between

Indira Gandhi National Open University, New Delhi

AND

Central Public Works Department

(A)

This Memorandum of Understanding, hereinafter called MOU, signed on 21st day of July, 2020 between Indira Gandhi National Open University, New Delhi represented by Registrar (Administration), IGNOU Maidan Garhi New Delhi-68, hereinafter referred to as IGNOU, on the one part and Central Public works Department, Ministry of Urban Development, Government of India, Nirman Bhawan, New Delhi, represented by the Dy. Director General (Works) CPWD, New Delhi hereinafter referred to as CPWD, second part.

Whereas IGNOU intends to collaborate with CPWD for availing its capabilities for Construction/Renovation/Up gradation and Maintenance works of Indira Gandhi National Open University at its Headquarters at Maidan Garhi, Asian Games Village flats at New Delhi and Regional Centres all over the country, hereinafter referred to as work and whereas CPWD has agreed to undertake the execution of works mentioned above on deposit basis. Now, therefore, the parties to this MOU agree for the following:

A Responsibilities of CPWD

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

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①
extraction facility temporarily near the place of construction, free of cost. CPWD shall remove such structure on completion of work.

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15. IGNOU shall designate a nodal officer for coordinating and communicating with Er. Harish Kumar, Deputy Director General (Works, CPWD, Nodal Officer for IGNOU Works, CPWD, Room No. 114, A Wing, First Floor, Nirman Bhawan, New Delhi-110 011. He will be authorized to take decisions and assist CPWD in completion of the work.

C REDRESSAL OF DISPUTES AND JURISDICTION

- a) If any dispute or differences arise between the parties, the same shall be attempted to be settled with mutual discussion, and in case of failure, the same will be resolved in accordance with the procedure prescribed by the Government of India in this regard.
- b) This MoU is governed by the Indian laws. The courts in Delhi alone shall have jurisdiction in all matters arising out of this MoU.

D Termination of MoU

1. This MoU shall be valid up to satisfactory completion of works assigned to CPWD or settlement of accounts between the parties hereto, whichever is later,
2. Either party may terminate this MoU after a notice of two months. If IGNOU decides to terminate this MoU or abandon the work, it shall pay to CPWD the expenditure incurred on the work. If the MoU is terminated by CPWD, no compensation shall be payable to IGNOU.

In witness whereof, the parties have caused this MoU to be duly executed by their authorized signatories on the date and year above mentioned.

For & on behalf of CPWD

Signature

Name : HARISH KUMAR

Designation : DEPUTY DIRECTOR

GENERAL (WORKS) HARISH KUMAR

Witness 1

Signature

Name :

Designation :

Date

For & on behalf of IGNOU

Signature

Name : VIDYA BHAGAT NEGI

Designation : REGISTRAR (ADMN.)

Witness 1

Signature

Name :

Designation :

Date

5953/LC.
26/08/2020

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INDIRA GANDHI NATIONAL OPEN UNIVERSITY
ADMINISTRATION DIVISION

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IG/Admn(GA)/2020/ 8596
July 22, 2020

Sub:- MoU between IGNOU and CPWD – reg.

Enclosed please find the MoU in original (2) signed between IGNOU and CPWD on 21st July 2020.

It is requested that the same may be kept in the MoU Cell.


Jancy Srinivas
P.S.

✓ PS (Legal Cell)

Copy to: CMD along with a copy of the MoU (2)

- (ii). **Approvals, Vetting, etc. as per IGNOU Norms / IGNOU Act, Statutes & Ordinances** : It is further submitted that the concerned Division / Centre / Unit / School / Section of the University i. e., CMD may ensure that all necessary approvals of the Competent Authority i. e., Board of Management (BOM), Hon'ble Vice Chancellor, Academic Council, Vetting and Concurrence of the relevant Divisions i. e., Finance & Accounts Division, P & DD, etc. (Where ever Required or Stipulated) is taken and duly placed on record ;

The MoU is being executed with CPWD which is a department under Ministry of Housing and Urban Affairs, Govt. of India and also is in standard format. The vetting of legal cell is mandatory in the case. Accordingly, legal vetting is obtained and is being placed for approval of Hon'ble Vice-Chancellor.

- (iii). **Execution of MOU** : The finalized MOU needs to be executed in duplicate on a non - judicial stamp paper of Rs. 100/- which is required to be signed by the "**Duly Authorized Signatories**" of both the sides ;

The above observation will be complied.

- (iv). **Date of Execution** : It is further suggested that the date of execution of the said "MOU" should be the actual date of signing of the "MOU" by the Registrar (Admn.) ;

The above observation will be complied.

- (v). **Two Witnesses** : It is further requested that the Agreement is to be signed by Two Witnesses from either side whose Name, Father's Name, Address & ID Proof No. (Aadhar No.) or the Official Seal with Full Name, Designation is to be mentioned / stamped in the relevant place.

The above observation will be complied.

- (vi). **Clause A (19) & Clause B (12) are extremely lop-sided and against the interest of IGNOU :**

Clause A (19) :CPWD shall defend all arbitration proceedings and court cases related to execution of work. The decision of the competent authority in CPWD to accept or challenge the arbitration award or order of the court or tribunal will be final and binding on IGNOU.

Clause B (12) :IGNOU 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 any arbitrator in relation to the execution work as per clause A (19) of this MoU irrespective of IGNOU 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.

It is submitted that these clauses are extremely against the interest of IGNOU as it makes IGNOU a party to all the proceedings / court cases related to the work under the respective MOU even though IGNOU may not have been made a party to any such proceedings / court cases. It is advised that these clauses may be dropped / toned down further in order to reduce the liability of IGNOU in such cases. Recently, IGNOU had received a bunch of awards / orders forwarded to IGNOU by CPWD wherein IGNOU has been made liable to pay the amount of the awards / decrees passed against CPWD in

The MoUs to be entered with CPWD for following are finalized after discussing with SE, CPWD :-

1. For the works of Construction/Renovation/Up gradation and Maintenance works of Indira Gandhi National Open University at its Headquarters at Maidan Garhi, Asian Games Village flats at New Delhi and Regional Centres all over the country.

2. For the works of Construction & Development of Regional Centre projects at Port Blair, Rajkot, Pune & Trivandrum of Indira Gandhi National Open University being funded by HEFA (Centralized MoU).

The format of MoU is already vetted by legal cell of the university in the enclosed file of RC, Jodhpur. The MoUs from university side are required to be signed by Registrar (Admn.) and tentative date of signing these MoUs is 21.07.2020 at CPWD office, Nirman Bhawan, New Delhi.

The above MoUs are submitted for consideration and approval of competent authority please.

(R. Sudheer Reddy)
Chief Project Officer (i/c)

PVC(SK)

Please obtain clarification from CPWD,
regarding observations of legal cell.

20-7-20
श्री. सत्यकाम
सम-कुलपति, इग्नू
Prof. Satyakam
Pro-Vice Chancellor, IGNOU

The observations received from legal cell through e-mail are enclosed in the file and as per observations following are the point wise clarifications:-

(A.) It is submitted that the said "MOU (s)" are in the "STANDARD FORMAT" of the CPWD, Ministry of Urban Development, Government of India, Nirman Bhawan (New Delhi), which is generally executed by CPWD with its Clients. Accordingly, it is submitted that the legal vetting of the same would be of no consequences in light of the fact that the MOU is in the STANDARD FORMAT of CPWD, New Delhi. However, the MOU (s) have been formatted slightly and no substantive changes have been made in the drafts. The formatted copies of the MOU(s) are now attached with this email for kind perusal and further necessary action.

The above observations are noted and the formatted copies of MoUs are forwarded to CPWD for finalization.

(B.)

(i). **Authorised Signatory** : It is suggested that the concerned Division / Centre / Unit / School / Section of the University i. e., CMD should ensure that the "MOU" is only signed by the "Authorised Signatories" of the either sides. The relevant documents in this regard may be duly checked & verified and placed on record for ready reference;

The MoU is required to be signed by Registrar (Admn.) as per standard procedure.

proceedings / court cases related to IGNOU projects. CMD is aware of such awards / orders, and hence, it is requested that CMD may take necessary and appropriate action to drop these clauses.

The above observation has been forwarded to CPWD for clarifications and also to drop the clauses and SE, CPWD Delhi Centre Circle-VI clarified as under vide their letter dated 20.07.2020 through email:-

1. It is to state that CPWD is a Government Organization and executing works of different clients all over the country. The arbitration provision is same with all the clients/ departments including IITs has given in clause A(19) and clause B(12).
2. It is as per CPWD manual provision which has been approved by the Ministry of Housing and Urban Affairs, Government of India.

In view of above, it is standard provision of MoU and CPWD guidelines. The query is not justified.

Accordingly, the MoU's are submitted for consideration and approval of the competent authority please.

Sudheer Reddy
20/7/2020
(R. Sudheer Reddy)
Chief Project Officer(i/c)

PVC(SK)

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20.7.2020
आचार्य नगेश्वर राव
कुलपति, इन्दूर
Prof. Nageshwar Rao
Vice Chancellor, IGNOU

PVC C/R

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CP/CCMD

Sudheer
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