



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CENTRAL PUBLIC WORKS DEPARTMENT
AND
COAL MINES PROVIDENT FUND
ORGANISATION (CMPFO)
for**



This Memorandum of understanding, is made at New Delhi on this day of 28.03.2024, between Coal Mines Provident Fund Organisation (hereinafter called 'CMPFO') which shall mean and include its administrators, executors, successors and assignees on ONE PART, herein represented by Additional Commissioner, who is authorised by CMPFO to sign this MOU on its behalf and Central Public Works Department, M/o Housing and Urban Affairs, GOI having their office at NIRMAN BHAVAN, NEW DELHI, (herein after called 'CPWD') which shall mean and includes their administrators, executors, successors, and assignee on the OTHER PART, herein represented by DDG (Works) who is authorised to sign this MoU.

WHEREAS, CMPFO intends to engage CPWD for its Construction of Permanent Office/Residential Building of Coal Mines Provident Fund Organisation at Ranchi, Jharkhand and other locations including maintenance of building to be constructed by CPWD and also repair/maintenance of existing office building and residential quarters of CMPFO at various locations across the country (as per Annexure – I attached).

AND

WHEREAS the CPWD has agreed to carry out the above work for CMPFO as "Deposit Work".

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

1. DEFINITIONS:

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 CMPFO.
- 1.2. "Designated Officer shall mean, the officer or officers designated as such by CMPFO 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.


Sanjeev Rastogi
DDG (Works)


(S. K. SINHA)
Additional Commissioner
Coal Mines Provident Fund Organisation Delhi



MoU between CPWD and CMPFO



- 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/CMPFO, for obtaining comprehensive Architectural services, structural and other services for implementation of the project.
- 1.5. "Preliminary Estimate (PE)" shall mean the estimate of cost assessed, on the basis of CPWD Plinth Area rates (PAR) and market rates, keeping in view the Preliminary Architectural Designs and Plans for items where PAR rates are not applicable.
- 1.6. "Detailed Estimate" shall mean the estimate of cost arrived by adopting CPWD methodology and using the prevailing market rates after satisfactory finalization and approval of the detailed Architectural Planning and Designing, detailed Structural Designing, detailed Designing of all the Building Services, etc.
- 1.7. "Departmental Charges" shall mean the charges to be paid by CMPFO to CPWD for the work/(s) as applicable as per CPWD works Manual-2022 and SOP-2022 amended up-to date.
- 1.8. "Expenditure Sanction" (ES) shall mean sanction of the expenditure for the purpose of the project/(s) under this MoU by CMPFO.
- 1.9. "CONTRACTOR" shall mean Contractor or Contractors or suppliers or agencies employed / engaged by CPWD for carrying out the project work(s)/job(s)/task(s) or any other ancillary work(s)/job(s)/task(s) under this MoU.
- 1.10. "Actual cost of the project" means:
- (i) Cost of work done including extra/deviation amount, escalation cost (increase/decrease) and arbitration/litigation award on account of items of work done or specified otherwise.
 - (ii) The actual cost of the 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 CMPFO to local Government or any other statutory body or bodies for getting approval for the project like Electricity Board, Deposits



MoU between CPWD and CMPFO



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 CMPFO, etc.

- 1.11. "Project" shall mean Designing, Planning, Construction, Commissioning, and handover of building works on deposit work basis.
- 1.12. "Maintenance Work" means routine maintenance, preventive and periodical maintenance, Special repair works and renovation as "Deposit Work".
- 1.13. "Executing Agency" means the Central Public Works Department (CPWD).
- 1.14. "Client Department" means Coal Mines Provident Fund Organisation (CMPFO).
- 1.15. "The Construction Activities" means finalization of concept design and its preliminary drawings and estimates, DPR approval SFC/EFC proposal, Statutory approval, detailed drawings, structural drawings construction, quality control completion, service connections, submission of the completion certificate, final utilization certificate, statement of expenditure, refund of any unutilized balance funds and handover of the finished work for ready to use of Client Department (CMPFO).

2. RESPONSIBILITIES OF CPWD.

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

OR

CPWD shall execute the work as per the drawing and designs received from the Project Architect engaged by CMPFO 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 except for the case in which Project architect is engaged by


Sanjeev Rastogi
DDG (Works)


(S. K. SINHA)
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Coal Mines Provident Fund Organisation Delhi



MoU between CPWD and CMPFO



- CMPFO. However, in all cases, CPWD shall be responsible for good workmanship and quality of work.
- 2.3. CPWD shall submit an enabling estimate and CMPFO shall release payment towards the enabling estimate.
 - 2.4. Based on the requirements and scope of the work given by CMPFO, CPWD shall engage a Project Architect through design competition by public advertisement (including CMPFO website). A nominated officer of CMPFO will also be part of panel to oversee that CMPFO's functional requirements for the work are met in design.
 - 2.5. Based on the requirements and scope of work given by CMPFO, CPWD shall submit Project report including Design Basis Report, confirmation with local bye laws and other statutory approvals, Area charts, Project plan, Preliminary Estimate along with Preliminary Drawings to CMPFO.
 - 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 the approval of CMPFO.
 - 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 CMPFO, for which necessary assistance, such as providing title deeds and other documents/drawings, shall be provided by CMPFO.
 - 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 CMPFO for information. Observations made by CMPFO, if any, shall be incorporated by CPWD for making necessary changes. If required, the structural design and drawings shall be got proof checked from reputed Institutions like IITs/ NITs with the mutual agreement of CPWD and CMPFO before tendering. The technical sanction shall be accorded by CPWD.
 - 2.9. The tender document 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 of maintenance of



MoU between CPWD and CMPFO



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 a way of bi-partite agreement between CMPFO and respective service provider along with adequate performance Bank Guarantee. Period and terms and conditions of Comprehensive Annual Maintenance Contract (CAMC)/ Annual Maintenance Contract (AMC) shall comes into force after the Defect Liability Period (DLP) is over.

- 2.10. CPWD shall inform CMPFO about the Pre-bid meetings for participation of its representative.
- 2.11. CPWD shall carry out the tender process i.e., invitation of tender, scrutiny, award of work etc., confirming to Manual, GFR, CVC guidelines. The copy of the Notice Inviting Tender shall also be sent to CMPFO for release on the CMPFO's website. The final decision on the award of the work shall be in the scope of CPWD.
- 2.12. CPWD shall take possession of the plot from CMPFO for carrying out the work. If so required, CPWD shall carry out demolition of existing buildings and disposal of debris/scrap with the approval of CMPFO. After taking possession of the plot the security of the plot shall be ensured by CPWD.
- 2.13. 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 CMPFO, 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 CMPFO.
- 2.14. CPWD shall make all efforts to complete the project within the Expenditure Sanction (ES) given by CMPFO. Any likely cost overrun shall be intimated, with justification thereof, to CMPFO for approval before incurring additional expenditure beyond ES. CPWD shall submit a revised estimate with full justification to CMPFO if the actual expenditure on the work exceeds by more than 10% of A/A & E/S amount.



MoU between CPWD and CMPFO



- 2.15. CPWD shall depute a competent team as per CPWD standards to ensure execution of work as per prescribed drawings, specifications, guidelines, regulations, and timely completion.
- 2.16. CPWD shall ensure quality assurance of work including testing of material through reputed laboratories as per IS/ relevant codes.
- 2.17. CPWD shall consult CMPFO in finalization of finishing items, color schemes etc.
- 2.18. CPWD shall keep CMPFO informed of the physical and financial progress of the project at monthly intervals in the agreed format.
- 2.19. CPWD shall inform CMPFO before carrying out changes from approved drawings/requirements.
- 2.20. CPWD shall hand over the completed building to CMPFO i.e. with Occupation Certificate, all service connections, licenses, permissions, handing over of various equipment along with Comprehensive Annual Maintenance Contract (CAMC)/ Annual Maintenance Contract (AMC), (if applicable with respect of the work) and a set of completion drawings, service plans, complete list of inventories etc.
- 2.21. CPWD shall finalize accounts including liquidated damages, if any etc., and intimate the final cost of the work to CMPFO within 12 months of completion of project work and shall return the balance amount to CMPFO, if the amount deposited by CMPFO is more than the actual cost of the project work. CPWD will also provide the detailed break-up of final cost (In form-65). 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 CMPFO.
- 2.22. The defect liability period shall be 12 months from the date of completion of the project. CPWD shall also ensure smooth transmission of AMC contracts for various services and amenities on demand by CMPFO with the approval of Preliminary Estimate (PE).
- 2.23. 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.



MoU between CPWD and CMPFO



- 2.24. 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 CMPFO. CPWD shall intimate CMPFO before taking any decision to accept or challenge the arbitration award or order of the court of tribunal. The fund requirement for making payment of all amounts which may be decreed by a court of law tribunal or by award of Arbitration in connection with the court/Arbitration award shall be made available by the client within a time bound period as prescribed in the court/Arbitration award promptly irrespective of the fact that client department not being a party before the court tribunal of arbitration(s). Such payment shall be in addition to the payment made to the contractor/s for execution of work and any lapse of such eventually the responsibility shall be borne by the client (CMPFO).
- 2.25. CPWD shall comply with the provision of all the Statutes applicable to construction activities including labour laws. CPWD shall act as Principal Employer in respect of all statutory obligations related to the workmen deployed at the site for the execution of the Project.
- 2.26. CPWD shall provide all necessary co-operation for inspection by CMPFO's representative(s) or third-party audit appointed by CMPFO and shall carry out rectifications, if any, suggested within a period of 30 days from the date of advice.
- 2.27. CPWD shall ensure that the fund deposited by CMPFO is utilized on the project. The contingencies shall be utilized as per the prevalent CPWD manual & its standard operating procedure (SOP).
- 2.28. CPWD shall appoint third party quality audit team if so required by CMPFO.

3. RESPONSIBILITIES OF CMPFO

- 3.1. CMPFO shall pay departmental charges as applicable as below or as amended up to date.
- (a) For Construction works costing Rs. 100 crore or more @4% of A/A & E/S amount.
 - (b) Below 100 crore it shall be @ 5.5% of A/A & E/S amount.
 - (c) For maintenance works DC shall be @10% of the A/A & E/S amount.



MoU between CPWD and CMPFO



- 3.2. CMPFO shall accord Administrative Approval (AA) on the scope of work and requirements given by CMPFO to CPWD related to the project.
- 3.3. CMPFO shall approve the preliminary drawings & Preliminary Estimate (PE) and accord Expenditure Sanction (ES).
- 3.4. CMPFO shall verify the specifications and drawings along with detailed estimates 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. CMPFO shall hand over the vacant possession of the plot to CPWD for construction with free of all encumbrances or charges.
- 3.6. CMPFO shall provide necessary documents like title deeds and other documents/drawings to CPWD for obtaining necessary statutory approvals and clearances from appropriate statutory authorities, departments concerned of the Central/ State Government.
- 3.7. CMPFO shall monitor the work as per the programme for completion of the project work.
- 3.8. CMPFO shall accord approval for time and cost overrun for the additional works beyond the scope of AA if reasons and justifications are given by CPWD and provide funds accordingly to complete the work. CMPFO shall need to accord ES to the revised estimate if the likely actual expenditure on the work exceeds more than 10% of the ES.
- 3.9. CMPFO shall modify time and cost originally approved if it becomes necessary to make changes in the approved drawings or specifications or scope of work on the basis of justification given by CPWD.
- 3.10. CMPFO shall provide funds to CPWD for making payments 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 CMPFO not being a party before the court, tribunal or arbitrator. Such payments shall be made in time bound as prescribed in the Court/Arbitration award and in addition to the payments made to the contractor(s) for execution of work.
- 3.11. CMPFO 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



MoU between CPWD and CMPFO



permissions from local authority(s) as may be required. CPWD/ its contractors shall remove such structures on completion of the project work.

- 3.12. CMPFO 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 CMPFO.

4. GENERAL TERMS AND CONDITIONS.

- 4.1. CMPFO & CPWD shall designate a nodal officer each for proper coordination, monitoring and communication.
- 4.2. Any differences between CMPFO and CPWD shall be resolved mutually through discussions in the meetings between Authorized Representative CMPFO, and CE/ADG/SDG 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 CMPFO. However, for all practical purposes CPWD shall remain solely responsible to CMPFO for satisfactory and timely completion of the project.
- 4.4. The CPWD has no funds of its own for investing in the project/work. The CMPFO should, therefore, ensure that adequate funds are available with CPWD for executing the work. In case, the CMPFO fails to provide funds as per requirements, it may be necessary for CPWD to suspend/abandon the work. In such eventualities, the CMPFO shall bear all the consequences arising out of such stoppage/abandonment of work including claims of contractor(s) for compensation/damages.

5. PAYMENT TERMS

- 5.1. CMPFO shall release the payment for the enabling estimate when so required based on CPWD demand.
- 5.2. CMPFO shall accord A/A and E/S to preliminary estimate submitted by CPWD and release the funds as follows:
- (a) For maintenance and Construction works costing up to Rs.10 crore funds shall be provided in one go or if not possible then it shall not be more than 2(two) installments.


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DDG (Works)


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MoU between CPWD and CMPFO



- (b) The initial deposit @10% of the A/A & E/S amount for the works costing up-to Rs. 200 crore.
- (c) For works costing more than Rs. 200 crore, the initial deposit shall be Rs. 20 Crore + 5% of the A/A & E/S amount beyond Rs. 200 crore.
- (d) The initial deposit shall be deposited within a month after accord of A/A & E/S.
- (e) The balance amount shall be deposited in installments within 15 days of the requirement.
- (f) The deposit of 2.5% of A/A & E/S amount shall be retained by CPWD as a reserve for adjustment against last portion of the estimated expenditure.

5.3. Where delays are experienced in obtaining deposit or where the expenditure has to be incurred out of the reserve to keep the work going, the matter shall be taken up immediately with the client department. No liability shall be incurred beyond the deposit received under any circumstances and steps shall be taken to foreclose the contract if deposit is not received within a reasonable time assessed by Engineer-in-Charge.

6. REDRESSAL OF DISPUTES

- 6.1. If case of any dispute between the parties herein, the same shall be resolved amicably by mutual consensus. In case not arriving at a consensus the same shall be referred to the redressal mechanism available for dispute resolution between the department under Govt. of India.

7. TERMINATION OF MoU.

- 7.1. Either party may terminate this MoU after a notice of two months. If CMPFO decides to terminate this MoU or abandon the work, it shall pay to CPWD the expenditure incurred/liability pending on the project. If the MoU is terminated by CPWD, no compensation shall be payable to CMPFO, but the accounts shall be settled by CPWD and refund balance deposit, if any, after incurred all the liability.
- 7.2. 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 by mutual consent of both the parties by executing another MoU or supplementary MoU or exchange of letters which shall form part of this MoU.

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

**For and on behalf of Central Public Works
Department (CPWD)**

**For and on behalf of Coal Mines
Provident Fund Organization (CMPFO)**

Signature

Name: Sanjeev Rastogi

SANJEEV RASTOGI

Designation: Dy. Director General (Works)
Dy. General, C.P.W.D.
Nirman Bhawan, New Delhi-11

Witness 1

Signature

Name:

Designation:

**दिवकर अग्रवाल
निदेशक (परि. एवं कार्यप्रणाल्य)**

Date: 28.03.2024

Place: New Delhi

Signature

Name: Shivraj Kumar Sinha
(S. K. SINHA)

Designation: Additional Commissioner
Coal Mines Provident Fund Organisation Delhi

Witness 2

Signature

Name:

Designation: Enforcement/Accounts Officer

Annexure-I**Details of office Buildings and Residential Quarters of CMPFO**

Sl No.	Location of CMPFO Office	Office Building	Residential Quarters (Type/Nos)
01	O/o The Commissioner, CMPFO, Dhanbad. Regional Office, Dhanbad-I & Dhanbad-II	Total Area- 8131.48 sqm (Structure- G + 2) Total Area- 529.34 sqm (Structure- G + 2)	Total Nos of Quarter- 242 (Type I - 41, Type II - 152, Type III- 37, Type IV - 09, Type V -02, Type VI - 01)
02	CMPF, Mayfield Building, Station Road, Ranchi.	Total Area 7013.2 sqm (Proposal of construction of a new Administrative building.)	----
03	CMPFO, Regional Office- Ranchi-I & Ranchi-II	Office space is provided by CCL	Total No of Quarter- 44 (LIG Type II - 40, MIG Type I - 04)
04	CMPF, Regional office Asansol -I, Asansol-II & Asansol- III	Total Area 32172.51 sqm (Structure- G + 2)	Total Nos of Quarter- 102 (Type I - 16, Type II - 64, Type III- 16, Type IV - 04, Type V -02)
05	CMPF, Regional office, New Delhi	110.29 sqm (Built up area) DDA Complex	----
06	CMPF, Regional office, Singrauli	Total Area 20234 sqm (Structure- G + 1)	Total Nos of Quarter- 25 (Type I - 08, Type II - 12, Type III- 02, Type IV - 02, Type V -01)
07	CMPF, Regional office, Chhindwara	Total Area 11189.42 sqm (Structure- G + 1)	Total Nos of Quarter- 50 (Type I - 12, Type II - 29, Type III- 05, Type IV - 03, Type V -01)
08	CMPF, Regional office, Jabalpur	Total Area 8865.73 sqm (Structure- G + 1)	Total Nos of Quarter- 49 (Type I - 08, Type II - 28, Type III- 08, Type IV - 04, Type V -01)
09	CMPF, Regional office, Nagpur	Total Area 21460 sqm (Structure- G + 1)	Total Nos of Quarter- 43 (Type A - 08, Type B - 24, Type C - 06, Type D - 03, Type E - 02)
10	CMPF, Regional office, Hyderabad	Total Area 8215.11 sqm (Structure- G + 3)	Total Nos of Quarter- 46 (Type I - 08, Type II - 28, Type III- 06, Type IV - 03, Type V -01)
11	CMPF, Regional office, Bilaspur	Total Area 3459.71 sqm (Structure- G + 1)	Total Nos of Quarter- 34 (Type I - 08, Type II - 20, Type III- 04, Type IV - 01, Type V -01)
12	CMPF, Bhubaneswar	Total Area 696.77 sqm (Structure- G + 1)	-----
13	CMPF, Regional office, Margherita	Total Area 397.44 sqm (Structure- G + 1)	Total Nos of Quarter- 04 (Type B - 02, Type C - 02)