

INDIA NON JUDICIAL

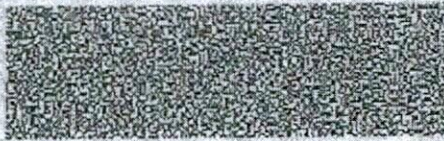
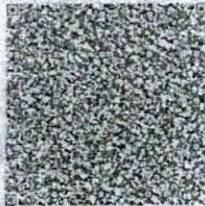
Government of Karnataka

Rs. 200

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Certificate Issued Date : 12-Feb-2019 01:53 PM  
Account Reference : NONACC (FI)/ kaksfcl08/ GUBBI/ KA-TU  
Unique Doc. Reference : SUBIN-KAKAKSFCL0832703222253160R  
Purchased by : CPWD  
Description of Document : Article 37 Note or Memorandum  
Description : MOU  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : CPWD  
Second Party : HAL HELICOPTER DIVISION  
Stamp Duty Paid By : CPWD  
Stamp Duty Amount (Rs.) : 200  
(Two Hundred only)

Authorized Signatory for  
SHINSHANOMARGA CREDIT CO. LTD



Please write or type below this line

MEMORANDUM OF UNDERSTANDING  
BETWEEN

CENTRAL PUBLIC WORKS DEPARTMENT AND HINDUSTAN AERONAUTICS LIMITED

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MoU") made and entered into on 22<sup>nd</sup> day of February 2019 (Hereinafter referred to as "Effective Date")

Statutory Alerts:

1. The authenticity of this Stamp Certificate should be verified at [www.statelstamp.com](http://www.statelstamp.com). Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.





**BETWEEN:**

**Central Public Works Department**, Ministry of Housing and Urban Affairs, Government of India, represented by Chief Project Manager, HAL Project Zone, CPWD, Bangalore, having its office at Sir M.V. Kendriya Bhavan, Domlur, Bengaluru - 560 071, Karnataka (hereinafter referred to as "CPWD" which expression, unless repugnant to the context or meaning here of, shall include its successor(s), representatives, administrator(s) or permitted assignee(s)) on the FIRST PART

**AND**

**Hindustan Aeronautics Ltd.**, a company registered under the Companies Act, 1956 having registered/corporate/Head office at 15/1, Cubbon Road, Bangalore 560001 through its Helicopter Division, represented by Chief Executive officer(CEO), Helicopter Complex, HAL, (hereinafter referred to as "HAL" which expression, unless repugnant to the context or meaning thereof, shall include its successor(s), representatives, administrator(s) or permitted assignee) on the SECOND PART  
**HEREINAFTER** collectively referred to as the "Parties" and individually as "Party".

**WHEREAS**, HAL is a Defence Public Sector Undertaking Head Quartered at Bangalore, Karnataka, under the administrative control of Ministry of Defence, Government of India. It is primarily involved in design, development, manufacture, supply and maintenance of Aircraft, Helicopters, UAVs, Aerospace equipment, Engines and Accessories.

**WHEREAS**, CPWD provides Integrated Construction Management Services from project concept to completion for the Government funded projects.

**WHEREAS**, CPWD has agreed to undertake the execution of certain works concerning Establishing an integrated Infrastructure facility for New HAL Helicopter Factory at Bidarehalla Kaval, Gubbi Taluk, Tumakuru District (Hereinafter referred to as "Project") on deposit work basis as per the agreed scope of work.

**WHEREAS**, the Parties have entered into this Memorandum of Understanding (MOU) as mutually agreed to by and between the parties, that the following terms and conditions shall form the basis for the arrangement envisaged for carrying out of the works mentioned herein above and on behalf of HAL, by CPWD:-

- 1.1 The "scope of work" shall broadly include creation of basic infrastructural facilities i.e., Equipping Hangar & Offices, Structure & Sub assembly Hangar with office, Admin building, Central IT Building, Painting & sanding line, Holding stores, Outsourcing Inspection building, Canteen building, General maintenance office, Rain Water testing facility, Compressor house, Materials checking office, scrap yard, Compressor Line, Crane, Air-conditioning, Fire

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Alarm, Lift, Site Development including necessary Drainage, Roads, Site Grading, Street Light, Civil & Electrical bulk services and other Miscellaneous project related works. The scope of work is designated as "Stage-2 of Phase-1" of the "Project"

- 1.2 HAL shall furnish infrastructure details and preliminary plans pertaining to the above stated "scope of work" to CPWD from time to time. CPWD shall execute the work on the basis of infrastructure details furnished by HAL and complete it within the period as mutually agreed between the parties.
- 1.3 CPWD shall further develop on its own or through an external agency, as the case may be, detailed structural Designs & Drawings based on the preliminary plans supplied by HAL. In case the detailed designs as stated above are developed by any external agency, such designs shall be duly proof checked by CPWD and in case of major structures such as Hangars, Admin building etc, it shall in addition to this also be proof checked by seeking services of a reputed Independent Organization in India. CPWD shall provide HAL the detailed designs for reference, as stated above, in a phased manner.
- 1.4 CPWD shall be responsible for the detailed design, execution, structural stability, quality, aesthetics and safety of the building/structures.
- 1.5 The designs / drawings developed by CPWD and / or through an external agency, as the case may be, shall conform to the relevant building Bye-laws, Bureau of Indian Standards (BIS) Codes, and the National Building Code of India, ASTM Standards in case of Pre Engineered Building Systems, etc. If any detailed design work is included as part of contractors scope of work while execution, CPWD shall assume full responsibility for such designs and design vetting.
- 1.6 The preliminary estimate based on the approved preliminary drawings shall be submitted by CPWD to HAL. The preliminary estimate shall contain broad timelines for completion of work. HAL shall accord administrative approval and expenditure sanction within a reasonable time.
- 1.7 CPWD shall execute the work / project on receipt of Administrative approval and expenditure sanction from HAL.

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### 1.8 Payment Terms:

#### (a) Payment:

- i.) HAL shall deposit 10% of the estimated cost of the work at the time of requisition/issue of administrative approval & expenditure sanction as initial deposit.
- ii.) The balance amount i.e. 23-1/3% of the corresponding provision of the estimated cost after award of work by CPWD and submission of copy of agreement.
- iii.) Further payments shall be released by HAL as per cash flow requirement projected for the work.
- iv.) CPWD shall submit expenditure / utility statement of the project every month and HAL shall reimburse / make payment to CPWD periodically to ensure that CPWD has a minimum of 20% of funds available with them at all times till completion of the project.
- v.) The 20% of deposited fund available with CPWD shall be adjusted against final 20% of expenditure of work.
- vi.) The payment to CPWD shall be based on their self certification in Form 65 of CPWA Code and PFMS abstract of last payment made. HAL shall be indemnified for Correctness of expenditure / utility statement, measurements & Quantities, payments to agencies etc.

- (b) CPWD shall settle the final account with HAL within 06 (Six) months of completion and handing over of the project work.

#### 1.9 Project duration Time:

The total project duration will be 24 months including time taken by CPWD for Detail Engineering, Tendering, Finalisation of execution agency, execution of project, completion and handing over to HAL. However, all efforts shall be made to complete the project as early as possible. This period of 24 months shall be considered from the date of first payment. However, if any individual structure / facility is completed in all respects and is fit for occupation before the stipulated time, CPWD shall hand-over to HAL the same without waiting for total completion of the project. Any delay in handing over encumbrance free site, local body approvals shall be considered as excusable delay and time extension shall be granted accordingly.

#### 1.10 The departmental charges (DC) i.e. charges for execution of the Project including preparation of details designs/drawings by CPWD for this project

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shall be 3.8 % (Three decimal Eight percent) of the actual value of work completed.

- 1.11 HAL shall review and monitor the progress of work on a monthly basis with CPWD. CPWD shall take immediate action for any required changes / modifications to the minimal extent as may be suggested by HAL. Minimal extent means changes which do NOT require change in the structural system leading to redoing of structural design, large scale departure from BOQ of contract (both quantitative and qualitative in nature), causing infructuous expenditure and large scale redoing of the work. HAL shall accord additional fund sanction if so required within a reasonable time, due to these changes / modifications/expenditures.
- 1.12 During the execution of work if HAL requires any additional work the same shall be carried out on receipt of written request by HAL. If the above changes require additional expenditure other than contemplated in estimate, the mutually agreed additional fund required shall be deposited by HAL within agreed time of such intimation from CPWD so that additional works could be incorporated for execution. The additional time period for completion of additional work shall be discussed and agreed separately.
- 1.13 In case such monitoring reveals unsatisfactory progress of work, CPWD shall take immediate remedial actions to overcome the situation / factors inhibiting the work progress.
- 1.14 HAL may request CPWD to delay the start or progress of any activity of the works. In such cases the time period for completion of work as already agreed upon will be suitably enhanced depending upon the time for such activities held by HAL.

## 2.0. RESPONSIBILITIES OF CPWD

- 2.1 Preparation of all detailed designs / drawings, either by CPWD or through an external agency, as the case may be, confirming to relevant building norms and statutory provisions wherever required. CPWD shall provide copy of all the Good for Construction (GFC) drawings to HAL in a phased manner for record purpose.
- 2.2 For finalizing / fixing the execution agency/contractor, the prequalification and tendering etc., will be carried out by CPWD from





the experienced agencies / empanelled agencies / registered contractors of CPWD depending on value of tender and work experience as prescribed in the tender and as per norms described in the updated CPWD works Manual/Procedure as published in the CPWD websites. In finalizing and fixing the execution agency/contractor, CPWD shall ensure that, the said execution agency/contractor is duly qualified and fulfils all the required tender conditions. Further, it shall be the responsibility of CPWD to ensure that, the conduct of tender, selection of contractor, and execution of all the obligations of CPWD under this MoU shall be done in accordance with all applicable CPWD Works Manual/Procedures.

- 2.3 The tenders shall be scrutinized and accepted by the CPWD authorities in accordance with the relevant provisions of applicable CPWD works Manual/Procedure. However, prior and immediate concurrence of HAL would be obtained before acceptance of such tender where the tendered amount is more than the corresponding provision of fund in the sanctioned preliminary estimate. HAL shall reserve the right to modify / amend the scope of work either before tendering stage or during execution of work.
- 2.4 Preparation of detail working drawings, structural drawings, detailed estimates, BOQ, tender documents, invitation and opening of tenders and award of work etc shall be in accordance with CPWD works manual /procedure.
- 2.5 Execution of work and project management including day-to-day supervision of work.
- 2.6 During the construction, if any modifications are necessitated, the same will be incorporated by CPWD at a mutually agreed cost and time enhancements depending upon the magnitude of such modifications as may be sought by HAL.
- 2.7 Completion of the project within the stipulated time & budget as per scope of work given by HAL at the inception of the work or as amended from time to time.
- 2.8 Intimating HAL about any excess over the projected cost or any time overrun as soon as it comes to its knowledge.

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- 2.9 Intimating HAL about the physical and financial progress at monthly intervals by preparing and submitting monitoring reports or as and when sought by HAL.
- 2.10 CPWD shall ensure necessary quality assurance and Quality control as well as safety Assurance Plan in the execution of the project in accordance with relevant BIS codes and applicable CPWD work Manual or standards specified by statutory authorities / bodies concerned.
- 2.11 CPWD shall provide to HAL complete and correct "As-Built drawings" for the completed works along with literature, manuals, warranty certificates etc. of various installed fittings, fixtures and equipments.
- 2.12 CPWD shall provide copy of project related documents like tender documents, agreement between the contractor and CPWD; any other relevant document for all contracts concluded by CPWD for fulfillment of scope of subject MoU (as & when such contracts are concluded).
- 2.13 CPWD shall co-ordinate with Green Building authority/agency during execution of the work to ensure / obtain applicable certification as planned for this project.
- 2.14 Intimating the final quantity and cost on completion of project for final account settlement. CPWD shall also provide the final cost of individual buildings and services.
- 2.15 Contesting the disputes/claims arising out with respect to tendering process, execution of the work by the contractor in Court/arbitration cases, appearing in any other legal matters pertaining to execution of work till final settlement of the disputes.
- 2.16 After receipt of Administrative Approval (A/A) and expenditure sanction (E/S) from HAL, Wherever required by regulations, CPWD will prepare and HAL shall submit various architectural drawings and service plans to various concerned Government / Civic / Statutory authorities whose approvals are required before taking up the construction work. CPWD shall assist and co-ordinate for getting the approvals / NOC's/ connections etc from various authorities. CPWD will make all efforts to get such approvals early and necessary coordination shall be provided to HAL.

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- 2.17 GST/ workers Welfare cess / any other statutory levy etc. shall be recovered from the CPWD contractor as per terms and conditions of the agreement by CPWD and the same will be remitted to the concerned authorities directly. The details of which shall be rendered from time to time and finally along with a complete statement after payment of final bill. CPWD will have to indemnify HAL against any lapses, disputes etc. in this regard. GST, if payable, shall be paid by the CPWD contractor to the concerned authority directly and reimbursement shall be made by CPWD to the CPWD contractor.
- 2.18 If the amount deposited by HAL is more than the actual cost of construction plus departmental charges, the balance amount will be returned to HAL on completion of work and finalization of accounts by CPWD within a period of 06 (Six) months.
- 2.19 CPWD shall respond and settle all observations made by the Accountant General Audit, Internal Audit of the Ministry of Urban Development, Chief Technical Examiner of Central Vigilance Commission and any other Statutory Authority and comply with the observations with proper justifications within reasonable time. CPWD shall ensure the contractors entrusted with respective work shall be liable for any accident(s) and compensation related to accident(s) that may happen during the execution of the work. CPWD shall indemnify HAL against any such claims. CPWD shall also sort out issues with respect to any stoppage of work except delay in handing over of site.
- 2.20 CPWD shall coordinate, witness, test, commission and certify all utilities, materials and equipments supplied by the contractor/CPWD and hand over the completed buildings / infrastructures / project along with stability certificate to HAL.
- 2.21 CPWD shall coordinate with contractors /vendors and arrange for user operation & maintenance manuals and training to HAL, if any.
- 2.22 Defect Liability period of one year shall be reckoned from the date of declared completion of building / infrastructure by CPWD. For specialized works like water proofing, Anti termite treatment, etc., a guarantee bond is to be executed specifying the period. Any defects noticed during the guarantee period, the same shall be rectified and

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made good for by CPWD free of cost without any financial implication to HAL. All warranties and guarantees on equipments/fixtures etc procured by the contractors/CPWD shall be in the name of HAL and appropriate clauses will be inserted in the tender document by CPWD in this regard. AMCs for equipments, if any, shall be initiated by CPWD on cost to HAL and later transferred to HAL through a supplementary agreement.

- 2.23 The compensation levied by CPWD on the CPWD Contractor against delay in completion at any stage of works shall be credited to HAL through Form 65 and information to be provided to HAL.
- 2.24 CPWD shall be obliged to settle all the claims of the contractor(s), as per their agreement with the contractor, and keep HAL completely indemnified in all respects. Should there be a dispute except the dispute related to land and a suit instituted against HAL by anyone in connection with the construction activities of HAL, CPWD shall defend the same.
- 2.25 CPWD shall ensure & comply all the provisions of all the applicable statutes to such construction activities on the Contractor or their labourers including but not limited to EPF & Miscellaneous Provisions Act 1952, Minimum Wages Act, Building & Other Construction Workers Welfare Cess Act and Insurance Act etc. HAL shall not hold any liability towards any Statutory Authorities in this regard and CPWD shall indemnify HAL in all respects in this regard.
- 2.26 CPWD shall nominate an empowered officer of CPWD as Nodal Officer for co-ordinating all required activities with HAL.

### 3.0 RESPONSIBILITIES OF HAL

- 3.1 Making funds available to CPWD within a reasonable period, as specified in this MoU.
- 3.2 Accord necessary administrative approval and expenditure sanction to preliminary estimate within reasonable time. Approval of preliminary architectural drawings if any furnished by CPWD.
- 3.3 Supplying all relevant data regarding site and approved preliminary drawings to CPWD for further development.

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- 3.4 Making available the site of work free from encumbrances.
- 3.5 HAL shall allow CPWD /working agency to erect a site office, site store yard, and workers rest room (including toilets) near the place of construction free of ground rent. These structures shall be removed and cleared by CPWD upon completion of the work. Labour camps if allowed at project site will be subjected to land availability and with prior approval of HAL. This will be free of ground rent provided suitable terms and conditions related to labour camps are reflected in tender documents.
- 3.6 Enlarging the cost and time originally stipulated, if changes are made in the approved designs / drawings / specifications/ Scope of Work.
- 3.7 Providing the required funds for the project for release of payment by CPWD to contractors / construction agencies from time to time.
- 3.8 According revised fund sanction, within a reasonable time, in case of price escalation, if any.
- 3.9 Designating a suitably empowered officer as Nodal Officer for co-ordinating with CPWD. All communications by the Nodal Officer will be made with the Nodal Officer of CPWD.
- 3.10 HAL shall reimburse any claim upheld by arbitrator, any statutory authority or court of law in relation to the works on recommendation of CPWD.
- 3.11 HAL shall not be responsible for providing water & power to site for construction related activities.

#### 4.0 NON-EXCLUSIVITY

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

#### 5.0 PUBLICITY

The Parties shall agree on the form and content of all news releases, public announcements and advertising material, prior to any issuance thereof related to this MoU which disclose the fact that the parties are collaborating





with respect to the program. Neither Party will publicize this agreement without the prior express written consent of the other party, provided, however, that each party shall be allowed to make such disclosures as may be required by Law, regulation or order of a court of competent jurisdiction. Notwithstanding the foregoing each party hereby consents to the other party's disclosure of the existence and contents of this MoU to the Government of India.

#### **6.0 BINDING EFFECTS**

This MoU executed herein by the Parties shall be binding and all rights or obligations on the part of either party shall be valid and binding in accordance with respective terms of the MoU.

#### **7.0 VALIDITY of MoU**

7.1 TERM & TERMINATION of the MoU: The term of the MoU shall begin on its "Effective Date" and unless extended by written agreement of the "Parties" shall terminate upon the first to occur of the following events:

- a) Written agreement of the "Parties" to terminate this MoU. In case both the parties mutually agree for such termination, it shall be effected on the terms and conditions agreed thereof within 120 days of such mutual agreement, after settlement of dues of either party and fulfilment of mutual bonafide obligations.  
or
- b) The expiration of Six (06) months, following written notification of termination from either "Party" to the other;  
or
- c) On completion of defect liability period of 1 year from completion of work, or
- d) The expiry of Five (05) years from the "Effective Date" of the MoU, whichever is earlier.

#### **8.0 AMENDMENTS**

This MoU may be amended at any time by mutual and written agreement between the parties in order to change, modify, substitute or widen the scope of this cooperation and related conditions, in accordance with both parties' respective policies.

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## 9.0 INDEMNITY

Subject to earlier expression in this MoU, either "Party" shall hold the other "Party" harmless and indemnify it towards any injury, risks & costs, damages etc., in respect of its representatives and personnel deputed to the establishment of the other "Party".

## 10.0 ASSIGNMENT

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

## 11.0 SETTLEMENT OF DISAGREEMENTS

11.1 As a general principle, the designated CPWD representatives and designated HAL officers shall work in a cohesive and cooperative environment. However, in the unlikely event of any disagreement or difference in interpretation, a decision shall jointly be taken by the Chief Project Manager (CPM), HAL Project Zone, CPWD, Bangalore, Karnataka from CPWD and Chief Executive Officer (CEO), Helicopter Complex (HC), HAL. The decision jointly taken by the CPM, CPWD and CEO-HC, HAL shall be final and binding on all concerned.

### 11.2 ARBITRATION

In the event of any dispute or difference relating to the interpretation and application of this MoU, or any matters arising thereof which could not be resolved as per clause 11.1, such disputes or difference shall be resolved as per the directions contained in OM No. 4(1)/2013-DPE(GM)/FTS-1835 dtd 22nd May 2018 issued by Dept. Public enterprises, as revised from time to time.

## 12.0 FORCE MAJEURE

12.1 Any delay or impediment in the fulfilment of its obligations by either party for reasons of Force Majeure, such as acts of nature like Floods, Earthquake, Epidemics, Acts of War, Civil War, Transport Strike, unrest at the worksite etc., shall constitute excusable delay and no claim will be made for such delays / impediments by both the parties. The Party affected by Force Majeure shall take all reasonable steps to mitigate the effects of such events of Force Majeure.





12.2 HAL shall extend the project duration if a force majeure event as detailed in clause 12.1 occurs or a variation is issued as per clause 1.11 which makes it impossible for completion to be achieved by the intended completion date. HAL shall decide whether and how much to extend the completion date within 30 days of the CPWD asking the HAL for a decision upon the effect of force majeure event or variation and submitting full supporting information.

### 13.0 CONFIDENTIALITY

13.1 No Party shall disclose any information to any third party concerning the matters under this MoU. Any proprietary/confidential information including but not limited to designs, drawings etc., disclosed by one Party to the other Party, shall be kept strictly confidential by the receiving Party, and shall not be disclosed to any third party without the prior written consent of the original disclosing Party.

This clause shall not apply where:

- i) Disclosure is made to the employees/ Contractor/ Consultants/Advisers engaged, solely for the purpose of this MoU, or
- ii) Disclosure to any court, the Government or other statutory authorities or other bodies to the extent required by law, guidelines, rules or regulations applicable to any Party,
- iii) Information is already in public domain but not as a result of breach of this MoU
- iv) Already available with the Party from other lawful source.

### 14.0 SURVIVAL

14.1 The following clauses shall survive any expiration and /or termination of this MoU:

- i) Intellectual Property Rights,
- ii) Confidentiality,
- iii) Survival,
- iv) Representation,

Any provision of this MoU, which expressly or by implications from its nature is intended to survive the termination or expiration of this MoU and any right arising on termination or expiration, shall survive.





#### 15.0 REPRESENTATION

15.1 Both parties hereby, represent that, this MoU and all other documents executed and delivered by it, pursuant to this MoU, constitute its valid and binding obligations, in accordance with their respective terms.

15.2 Both parties hereby, represent that they are fully empowered to undertake activities purported under the MoU.

#### 16.0 IPR

Nothing in this MoU shall affect the ownership of Intellectual Property of the Parties and/or Third Party Intellectual Property or the rights thereto.

#### 17.0 RELATIONSHIP BETWEEN THE PARTIES

This MoU shall not constitute, create, give effect to or otherwise recognise a joint venture, partnership or any other formal business organisation of any kind.

#### 18.0 SHORT CLOSURE

HAL reserves the right to short close the MoU by written notice at any time during the tenure of the MoU in the event of any breach or continued non-performance of obligations under this MoU by CPWD, resulting into inordinate delays, or for the sole convenience of HAL. In the event of such short closure of the MoU, CPWD shall immediately stop all work hereunder and shall immediately cause all of its workers to cease work after fulfilling the respective obligations as envisaged in the contracts entered into by CPWD with contractors. Subject to the terms of this MoU, CPWD shall be paid the portion of the price reflecting the actual costs /incidental cost/ contingent cost incurred for the work performed prior to the notice of short closure including cost of claims, damages, compensations, if any, as upheld by any court at law, statutory body, arbitrator etc. CPWD shall submit its claim no later than six (6) months after receipt of the short closure notice. CPWD shall make reasonably available to HAL, any books, record and papers supporting its claim upon HAL's payment to CPWD, title to all, materials, work-in-progress, finished work, any plans, drawings, specifications, information and other things that would have been required to be delivered to HAL, shall vest with HAL.





## 19.0 CORRESPONDENCES AND NOTICE

All notices and other communications required to be served on Parties under the terms of this MoU shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to other Party at its last known address of business. Parties designate the following representatives as point of contact for all notices and communications in respect of this MoU. Either Party may change these exclusive contacts by written notice to other Party.

The following addresses and contact details shall be used for each for notice and other communications:

### Hindustan Aeronautics Limited

Chief of Project(LUH)  
Helicopter Division  
Helicopter Complex  
Hindustan Aeronautics Limited  
Vimanapura Post  
Bengaluru-560017

Telephone : 080 - 22322917  
Fax : 080 - 22327183  
Email : luh.project@hal-india.co.in

### Central Public Works Department

Chief Project Manager,  
HAL Project Zone,  
CPWD, 4th Floor,  
Sir M V Kendriya Bhavan, Domlur,  
Bengaluru- 560017

Telephone : 080-2535 9444  
Fax : 080-2535 9444  
Email : blgcpmhal@cpwd.gov.in

Parties shall have the right to change such details subject to the provision by giving at least 5 days prior written notice to the other Party.





## 20.0 Entirety of agreement:

This MOU, consisting of 16 pages, represents the entire and integrated agreement between the parties and superceded all prior negotiations, representations and agreements, whether written or oral. IN WITNESS WHEREOF, the "Parties", have caused this MoU to be signed by their duly authorized representatives to execute this MoU to be effective from the "Effective Date"

For  
CENTRAL PUBLIC WORKS DEPARTMENT,  
HAL PROJECT ZONE, BANGALORE

For  
HINDUSTAN AERONAUTICS LIMITED  
HELICOPTER COMPLEX

Signature :

Signature :

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*[Signature]*

Name : SHRI Rajesh Jain  
Designation: Chief Project Manager,  
HAL Project Zone  
Bangalore

Name : SHRI G V S BHASKAR  
Designation: Chief Executive Officer,  
Helicopter Complex,  
HAL

Date : 22<sup>nd</sup> Feb 2019

Date : 22<sup>nd</sup> Feb 2019

Witness

For CPWD

For HAL(HCI)

1.

*[Signature]*  
22/2/19  
मुख्य अभियंता (द.से.)  
आ.प्र. प्रशासन, General (SR-II)  
के.ए.पी.डी., बंगलूर - 560 034  
24/2/19

*[Signature]*

2.

(S. N. RAJ)  
मुख्य अभियंता / Chief Engineer  
दक्षिण क्षेत्र, के.ए.पी.डी. / Southern Zone II, Central PWD  
के.ए.पी.डी. केन्द्रीय सदन, बंगलूर - 34  
C.P.W.D., Kendriyasadan, Bangalore-34

2. *[Signature]*

22/2/19  
HINDUSTAN AERONAUTICS LIMITED  
HELICOPTER COMPLEX  
BANGALORE  
22/2/19