



सत्यमेव जयते

INDIA NON JUDICIAL

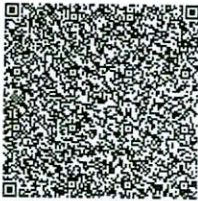
Government of National Capital Territory of Delhi

₹100

e-Stamp


Certificate No. : IN-DL24095279790808U
Certificate Issued Date : 26-Apr-2022 05:04 PM
Account Reference : IMPACC (IV)/ dl942203/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL94220334964751210801U
Purchased by : NIPER HAJIPUR
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : NATIONAL INSTITUTE OF PHARMACEUTICALS EDUCATION AND RESEARCH HAJIPUR
Second Party : CENTRAL PUBLIC WORKS DEPARTMENT
Stamp Duty Paid By : NATIONAL INSTITUTE OF PHARMACEUTICALS EDUCATION AND RESEARCH HAJIPUR
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

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


DR. V. RAVICHANDIRAN
DIRECTOR.
NIPER. HAJIPUR.

Statutory Alert:

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MEMORANDUM OF UNDERSTANDING
between
NIPER HAJIPUR
&
CENTRAL PUBLIC WORKS DEPARTMENT

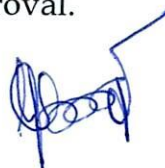
(For the Construction of Campus of NIPER, Hajipur)

This Memorandum of Understanding, hereinafter called MOU signed on 26.04.2022 between **National Institute of Pharmaceuticals Education and Research (NIPER)** represented by Director NIPER, Hajipur, an autonomous institution under the aegis of Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Government of India hereinafter referred to as NIPER on the one part and **Central Public Works Department**, Ministry of Urban Development, Nirman Bhawan, New Delhi, represented by the DDG (Works), CPWD, New Delhi hereinafter referred as CPWD second part.

Whereas, NIPER intends to collaborate with CPWD for availing latter's capabilities for NIPER Center at Hajipur which is fully funded by GOI and 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 following.

A. Responsibilities of CPWD

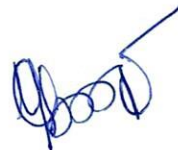
1. CPWD at its discretion, may appoint a consultant for works.
2. CPWD shall execute the works from concept to completion as per scope of work given by NIPER and complete it within a period mutually agreed between the parties.
3. CPWD shall be responsible for the structural stability, quality and aesthetic of the building.
4. Based on the requirements and scope of work given by the NIPER, CPWD shall submit preliminary drawings to NIPER for approval.



5. Consultant shall prepare all architectural and structural drawings, bill of quantities, specifications, tender documents required for execution of work and seek approval CPWD/NIPER. He shall obtain statutory approvals and clearances from the local bodies on behalf of NIPER. CPWD and NIPER shall provide necessary assistance in the process.
6. CPWD shall prepare program for completion of work as per approved drawings and preliminary estimate to NIPER for approval.
7. CPWD shall be responsible certifying and making payment of bills of the contractor/agencies engaged by them and make available final statement of accounts in standard format to NIPER and also provide copies of final bills for all contract package and other expenditure incurred related to project construction after the completion of work.
8. 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 encumbrance free site by NIEPRs, 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.
9. 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 NIPER for approval before incurring additional expenditure.
10. Compensation levied by CPWD on the contractor for delayed completion work shall be credited to accounts of NIPER, including recoveries of any nature affected from contractor.
11. CPWD shall finalize accounts and intimate the final cost of the work to NIPER within 6 months of completion of work.
12. CPWD shall return the unspent deposit to NIPER within 6 months of completion of the work.
13. CPWD shall hand over the completed building to NIPER along with a set of completion drawings, service plans, completion certificate and structural stability certificate and occupation certificate.



14. The defect liability period shall be 12 months from the date of completion for work.
15. 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.
16. CPWD shall defend all arbitration proceedings and court cases related to execution of work. CPWD shall keep NIPER informed of the preceding/court cases periodically. 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 NIPER.
17. CPWD shall comply with provision of all the statutes applicable to construction activities and NIPER shall have no liability in this regard.
18. CPWD shall designate and notify a Nodal officer in the Directorate of CPWD for coordination and communication with NIPER.
19. CPWD shall be responsible for providing physical progress to NIPER in the form of approved format on monthly basis for reviewing of the progress of work viz-a-viz base line program and taking all necessary remedial actions after taking in to account NIPER's observations made in respect of quality and progress of the work during the monthly/periodic project review meetings.
20. CPWD shall communicate the project team from its end for monitoring each project well in advance to NIPER. CPWD shall facilitate the Project Monitoring Committee of NIPER to deal with progress reports and details of completion during periodic project committee meetings.
21. CPWD shall not levy any Departmental charges on NIPER as undertaking is given that works are fully funded by Government of India.
22. CPWD shall be responsible for the project management including day to day supervision of works maintenance of all project records and executing the works as per prescribed guidelines their own works Manual Codes, Books of specification etc. and also in accordance with relevant and extent provision of General Financial Rules (GFR) 2017.



B. Responsibilities of NIPER

1. NIPER shall provide scope of work and requirement to CPWD for preparation of preliminary drawing of the work and accord approval of the preliminary drawing NIPER shall approve the drawings and designs received from consultant (s).
2. NIPER shall accord A/A and E/S to preliminary estimate submitted by CPWD and release the initial deposit @ 10% of the estimate amount to CPWD if the estimate cost is up to Rs. 200 Crore. If the estimate cost of the work exceeds Rs. 200 Crore the initial deposit may be Rs 20 Crore + 5% of the estimated cost beyond Rs 200 Crore. The initial deposit shall be deposited soon after accord of A/A & E/S. The balance amount shall be deposited in installment within 15 days of the requirement. The deposit of 25% of the final tender cost shall be retained by CPWD as a reserve for adjustment against last portion of the sanctioned expenditure and will be released against submission of final bills.
3. NIPER shall hand over possession of encumbrance free land and ownership documents to CPWD if so required. CPWD shall take responsibility for demolition or disposal of existing encumbrance free buildings and structure following laid down procedures.
4. The CPWD has no funds of its own for investing in the work. NIPER shall ensure that adequate funds are available with CPWD for executing the work. In case NIPER fails to provide funds as per requirements, it may be necessary for CPWD to suspend/abandon the work in such eventuality, NIPER shall be solely responsible for all the consequences arising out of such stoppage/abandonment of work including claims of contractors for compensation/damages.
5. NIPER shall approve working architectural drawing and program for completion of work, if found satisfactory.
6. NIPER shall provide necessary assistance to CPWD for obtaining statutory approvals and clearances from the local bodies concerned.
7. If the expenditure of work is likely to exceed more than (A/A&E/S amount), CPWD shall submit revised preliminary estimate with justification. NIPER shall accord approval of revised preliminary estimate after satisfaction on the reasons and justification given by CPWD and provide additional funds to complete the work.



8. NIPER 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 irrespective of NIPER not being a party before the court, tribunal or arbitrator. Such payment will be in addition to the payment made to the contractor for execution of work.
9. NIPER shall allow CPWD or its contractor engaged for execution of work to erect a site office, store yard, labour huts and electricity & water connection shall be the responsibility of CPWD/Contractors.
10. NIPER shall provide security clearance and access to contractors, materials and upto the site of work.
11. NIPER shall designate a Nodal officer for coordination and communication with nodal officer designated by CPWD.

C. Redressal of disputes and justification

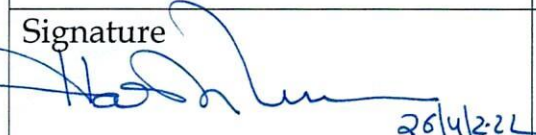
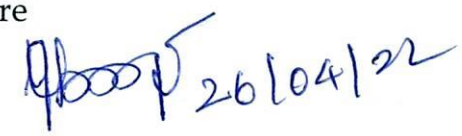

- a. If any dispute or differences arise between the parties, the same shall be attempted to be settled by mutual discussion and in case of failure of which, the same will be resolved in accordance with the procedure prescribed by the Government of India in this regard.

D. Termination MoU

- a. This MoU shall be valid up to defect liability period of CPWD or settlement of accounts between the parties hereto, whichever is later.
- b. Either party may terminate this MoU after a notice of two months. If NIPER decide to terminate this MoU or abandon the work, it shall pay to CPWD, the expenditure incurred on the work including any compensation due to contractor and arbitration claims etc. If, the MoU is terminated by the CPWD, no compensation shall be payable to NIPER except for advance in excess of dues with respect the work shall be paid to NIPER.



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	For & on behalf of NIPER, Hajipur
Signature  26/4/22	Signature  26/04/22
Designation हरीश कुमार / HARISH KUMAR उप महानिदेशक (निर्माण) / Dy. Director General (Works) महानिदेशालय, के.लो.नि.वि. / Dte. General C.P.W.D. निर्माण भवन, नई दिल्ली / Nirman Bhawan, New Delhi	Designation DR. V. RAVICHANDIRAN DIRECTOR NIPER HAJIPUR.
Witness 1	Witness 1
Name MANOJ KUMAR	Name SATISH KUMAR
Signature  मनोज कुमार / MANOJ KUMAR निदेशक (सिविल) / Director (Civil) महानिदेशालय / Directorate General के.लो.नि.वि., निर्माण भवन, नई दिल्ली C.P.W.D., Nirman Bhawan, New Delhi	Signature Satish Kumar
Designation	Designation Under Secretary (NIPER) DoP
Date 26/04/22	Date 26.4.2022