



icmr
INDIAN COUNCIL OF
MEDICAL RESEARCH
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भारतीय आयुर्विज्ञान अनुसंधान परिषद
स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य और परिवार
कल्याण मंत्रालय, भारत सरकार

Indian Council of Medical Research
Department of Health Research, Ministry of Health
and Family Welfare, Government of India

No. AA-VI/CW/Project (Capital) Monitoring Cell/ICMR/2019

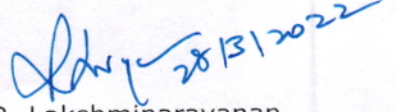
Dated: 28.03.2022

OFFICE MEMORANDUM

Sub:- Memorandum of Understanding (MOU) between Indian Council of Medical Research (ICMR) & Central Public Works Department (CPWD) – regarding

An MoU between ICMR and CPWD was signed on 11.03.2022 regarding capital works, including maintenance works. The same is enclosed herewith for information and necessary action by all concerned.

Encls: As above


Dr. R. Lakshminarayanan
Deputy Director General (Admin)

To

1. The Directors/Director Incharges of all ICMR Institutes/Centres
2. PS to DG/Sr.DDG(A)/Sr. FA
3. Head of Divisions/Sections
4. DDG/ADG(s)
5. Sh. L.K. Sharma, Scientist E – soft copy of the same has been mailed at your email ID (Sharma.lk@icmr.gov.in) for Website Up-load.



सत्यमेव जयते

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 Director General
 Central Public Works Department
 Nirman Bhawan
 New Delhi

Professor Balram Bhargava
 महा-निदेशक / Director-General
 भारतीय आयुर्विज्ञान अनुसंधान परिषद
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 Department of Health Research (Min. of Health & F.W.)
 वी.रामालिंगस्वामी भवन / V. Ramalingeswami Bhawan
 अंसारी नगर, नई दिल्ली-29 / Ansari Nagar, New Delhi-29

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Memorandum of Understanding
Between
Indian Council of Medical Research
And
Central Public Works Department


Name of Work: Planning and Construction of Building(s) of Indian Council of Medical Research (ICMR) including Maintenance & Up-gradation, renovation of buildings constructed by CPWD at various locations in the country assigned to CPWD for the purpose.


This MOU is signed at New Delhi on this 11th day of March 2022 between the Indian Council of Medical Research (ICMR), through its Director General, office at V. Ramalinga Swami Bhawan, Ansari Nagar, New Delhi- 110029 (hereinafter called the 'Client Department') and the terms Client Department shall mean and include its administrators, executors and assignee including Director/ Director-in- Charge/Officer of the Institutes/Centres, spread all over the country, on one PART

AND

Central Public Works Department (CPWD) through its Director General, office at Nirman Bhawan, New Delhi 110011 (hereinafter called the 'Executing Agency') and the terms of 'Executing Agency' shall mean and include its administrators, executors and assignee including Executive Engineer/ Project Manager/officials/officers spread all over the country, in the other part.

Whereas, the Client Department has agreed to entrust the works relating to Planning and Construction of building(s) and maintenance & up-gradation renovation/special repair works of building constructed by CPWD in New Delhi and its Institutes/Centres spread all over the country as 'Deposit Work', herein after and whereas the Executing Agency through its Executive Engineer/Project Manager has agreed to undertake and complete the works, projects accordingly.


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Now, it is hereby agreed by and between the parties as under:

1 DEFINITIONS

1.1 'Approval' means approval in writing by the designated officer of the Client Department.


1.2 'Project' means Designing, Planning, Construction, Commissioning and handover of building works, as 'Deposit Work' in ICMR HQ New Delhi and for its Institutes/Centres, spread all over the country. 'Maintenance Work' means renovation and special repair works, preventive and periodical maintenance, routine maintenance as 'Deposit Work' in ICMR, Headquarter, New Delhi & its Institutes/Centres spread all over the country. It also includes day to day maintenance on requisition of Client Department.


1.3 'Executing Agency' means the Central Public Works Department (CPWD).

1.4 'Client Department' means Indian Council of Medical Research including its Institutes/Centres spread all over the country.

1.5 'The Construction Activities' means finalization of concept design and its preliminary drawings and estimates, DPR approval SFC/ EFC proposals, 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 & handover of the finished work for ready use of Client Department.

1.6 'Contractor' means the contractor or contractors or suppliers or agencies engaged by the Executing Agency for the work or for any connected work.


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2.0 GENERAL

The CPWD shall carry out the concept designing, planning, construction, statutory approvals & handover of Building(s) of Indian Council of Medical Research (ICMR) as well as Maintenance work including its institutes/ centres spread all over the country as 'Deposit Work'. It includes architectural, structural and services design, interior design and furnishing, horticulture, engineering equipment, statutory approvals (if required) complete in all respect i.e., ready for immediate utilization and its project management, supervision and related services. The Executing Agency shall be paid actual cost of works by the Client Department.


2.1 The expression 'actual cost of works' shall include the following:


2.1.1 All the final payments made to the contractor(s), suppliers, agencies as agreed upon between the parties (if the work is being tendered), or agreed with the client department (if the work is not being tendered).

2.1.2 The construction of all the buildings, services, related facilities, shall include the work contract tax, G.S.T., turn-over, enhanced labour wages and any other tax which may come in force during execution as applicable on the execution of works.

2.1.3 All costs of material acquired for the project and used on the work either directly or through the contractor(s) including storage charges, carriage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the client department.

2.1.4 Actual cost of site survey, soil testing charges, laboratory charges for testing of any material, manufactured or built items including the cost of cartage of samples


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to and fro the laboratory including cost of field laboratory equipment and consumables of the field laboratory set up by CPWD including any contingent charges, hire charges of vehicle, Office Maintenance etc. related to the project.

2.1.5 All liabilities of the Executing Agency payable to the contractors/ Piece Rate Works, suppliers, consultant(s) inspection vehicle buying or hiring and other agencies to the extent these falls within the definition of actual cost as may be left outstanding at the time of payment of final bill provided, they have been accepted by the Executing Agency as balance payment against final bill of these agencies.

2.1.6 Fees of private architect/consultant shall be added in the estimate as per requirement of work. If specific provision is not available in sanctioned estimates, then separate enabling estimate may be submitted to Client Department for fees of architect/consultant.


3.0 RESPONSIBILITIES OF THE EXECUTING AGENCY:

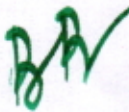
3.1 The CPWD shall carry out the entire planning and construction of the "Deposit work" as assigned by ICMR and its institutes for the intended use of the Client Department including its project management, supervision and related services.

3.1.1 Pre-construction Activities:

Responsibility of Executing Agency shall include complete design services of the project. Executing Agency shall undertake complete Architectural Design work either in-house or through the Architectural Consultant appointed by it. However, for other specialized consultancy services, the Executing Agency may make appointment of an external agency as appropriate.

After receipt of Administrative Approval & Expenditure Sanction from the Client Department, the Executing Agency shall prepare and submit various detailed architectural drawings and service plans to Local Governing Bodies whose approvals are required before taking up the construction work. These Local bodies are independent organizations and


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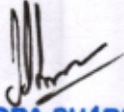

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Executing Agency has no control over them. These Local Governing Bodies take their own time for approving the Plans. The time required to get such approvals is not included in the time of construction indicated in the estimate. Executing Agency will make all efforts to get such approvals at the earliest.

3.1.2 The Executing Agency shall make periodical joint inspection of Buildings belonging to the client department and suggest preventive measures for their effective & smooth functioning like energy audit, fire audit/inspection, lift inspection, cutting the trees for structural safety of buildings and shall assist Client Department for obtaining no objection certification for fire, lift & tree cutting and other statutory requirement etc. However, the Client department shall also pursue the matter with Local Governing Bodies and sign the letters/documents wherever required. The CPWD shall be authorized by client department to take up the matter with local bodies for various statutory approvals.

3.1.3 Executing Agency shall prepare preliminary estimates /detailed estimates for various works and buildings as required by Client Department on CPWD plinth area rates (where ever applicable) enhanced by the cost index of the area and market rate analysis for items which are not included in CPWD PAR and or DSR etc. to be worked out as per standard norms/ methods. The correctness and reasonability of market rates shall rest with the Executing Agency. The Preliminary estimates/ detailed estimates shall be based on the architectural drawings on the basis of the requirements projected by the Client Department and as per best engineering practices. The Client Department shall issue the Administrative Approval and Expenditure Sanction with funds to Executing Agency.

3.1.4 Executing Agency shall prepare the tender documents comprising the technical specifications, detailed estimates, BOQ, General Terms and Conditions, Special Conditions etc. based on detailed design of architecture, structure and Mechanical Electrical Plumbing (MEP) services for inviting and acceptance of tenders. Executing Agency shall make all effort to control cost within the approved estimate and ensure


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minimal variation between tendered drawings and good for construction drawings. The correctness of expenditure statement, bills, measurements, analysis of rates of non-schedule items, quality of works, any audit observation etc. shall rest with the Executing Agency.

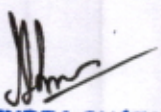
3.1.5 Subsequent to signing of MOU, the Executing Agency shall take possession of site from Client department and shall nominate a responsible Engineer for execution of the project under intimation to the Client department.


3.2 Construction Activities:

3.2.1 Executing Agency shall endeavour to engage eligible construction agency for proposed constructions, including the buildings and other infrastructure, maintenance etc. of Client Department through the laid down Government of India procedure and CVC guidelines for procurement of services.

3.2.2 The Executing Agency shall also get the work executed as per the architectural design/drawings and other details as per specifications and best engineering practices. Special requirements of ICMR for any particular item of work shall be included in design. The Executing Agency shall be responsible for quality, rates of non-schedule items, measurements of executed work, site supervision, appropriateness of engineering designs of MEP services and structural stability and safety of the project.

3.2.3 The Executing Agency shall be responsible for the proper structure, specifications and workmanship in the constructed building(s).
Liability for all defects


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in the buildings constructed by the Executing Agency shall rest with them for a period of twelve months in case of capital works from the date of completion of work. Executing Agency shall be responsible for satisfactory rectification of defects during this liability period. Any defects discovered and brought to the notice of the Executing Agency during the period aforesaid, shall be rectified by Executing Agency forthwith. However, defect rectification shall be excluding of any breakage, tampering, operational mishandling etc.

3.2.4 The Executing Agency shall unless otherwise specified, be fully responsible for procurement of all materials and services for the construction activity.

3.2.5 The Executing Agency shall be responsible to defend any suits or arbitration cases arising out of a project in connection with the work between the Executing Agency and its Contractor(s). The Executing Agency shall meet the requirement of CVC, CTE, CAG and other govt. agencies to their satisfaction for the work assigned to CPWD.

3.2.6 The Executing Agency shall be responsible for handing over to Client Department or its authorized representatives(s) the completed buildings/ works with as-built drawings of building services. For handing over/ taking over of completed building/ works, a joint inspection committee comprising of authorized members from Client Department and authorized members from Executing Agency shall be constituted which will facilitate taking over of the completed buildings/ works from the Executing Agency. Based on the satisfactory report from this Joint Inspection Committee, the completed buildings/works shall be treated as deemed to be completed by executing Agency. However, the date of completion of the buildings/works between Executing agency and contractors shall govern as per agreements drawn between them. It is the responsibility of the Executing Agency to get rectified any defects/shortcomings pointed out by the Joint Inspection Committee. The Joint Inspection Committee after having been notified by the Executing Agency that the contractor has satisfactorily rectified the defects/shortcomings pointed out during the joint inspection, would make a


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visit to the completed buildings/works and upon having found them satisfactorily rectified, shall issue a certificate that the completed building/works is good for taking over. The Executing agency shall prepare and submit an inventory list of Assets comprising of the list of installation and fittings (civil, electrical, HVAC, firefighting, networking etc.) duly signed to the Client Department. The Executing Agency will facilitate verification of inventory list by Client Department.


3.2.7 Executing Agency will submit the bills/demand note for funds well in advance to enable Client Department to process the proposal of the payment and make the payment to the Executing Agency to avoid any delay in executing the work due to non- payment.


3.2.8 Executing Agency does not bind itself to complete work(s) within the sanctioned cost. However, CPWD undertakes to intimate Client Department about any excess over the sanctioned cost as soon as it comes to its knowledge. Necessary revised estimates shall be submitted by Executing Agency along with full justification for cost escalation. The Client Department shall accord revised sanction within a reasonable time.

3.2.9 Executing Agency will not be responsible for any delay, damage, stoppage of work, claims of contractors for compensation /damages etc. due to non-receipt of funds in time.

3.2.10 Buildings and infrastructures under construction shall be under the custody of Executing Agency till the work/project is handed over to the Client Department.

3.2.11 The Executing Agency shall assist Client Department to obtain permission for the tree cutting wherever necessary. The Executing Agency shall also assist Client Department to shift overhead/underground electrical transmission lines, diversion of drains/sewers, water supply lines etc. and lift license, fire NOC etc. for buildings constructed by CPWD wherever necessary. However, the Client Department shall also pursue the matter with Local Governing Bodies and sign the letters/documents wherever required. The CPWD shall be authorized by Client Department to take up the matter with local bodies for various statutory approvals.


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3.2.12 Executing Agency shall make efforts to execute the works at approved cost. In case at detailed design/ execution stage, if there is an increase of the cost, the Executing Agency shall intimate the same with the supporting documents and technical/ administrative justification to the Client Department well in advance so as to avoid any delay in project completion due to approval procedures at the Client Department end.


3.2.13 The Executing Agency shall act as a principal employer for all its contractor's workers etc. The Executing Agency shall be responsible for ensuring observance of all labour and other laws applicable in the matter.

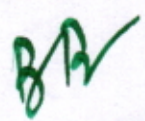
3.2.14 In case of new construction, the Executing Agency will obtain Completion Certificate and Occupancy Certificate (wherever required) and the project shall be deemed to have been completed and at the stage of handing over only when these are obtained from the Local Governing Body.

4.0 RESPONSIBILITIES OF CLIENT DEPARTMENT:

The Client Department shall express its requirements for the consideration of the Executing Agency.

4.1.1 The Client Department shall not bind itself to entrust all capital/maintenance works to Executing Agency except for those works in which any input has been taken from Executing Agency. The Client Department shall be free to entrust such works to any Govt. Agency having the Engineering wing or PSU as per provision of GFR-2017, if required.


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4.2 Pre-construction Activities:

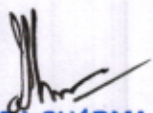
4.2.1 The Client Department shall make available the site for the project free of all encumbrances or charges. The Client Department shall supply all relevant site data to Executing Agency for planning and execution of work(s).


4.2.2 Flow of Funds:

(i) The Executing Agency has no funds of its own for investing in the work (s). As such full cost(s) will have to be borne by Client Department. No interest whatsoever shall be paid by the Executive Agency on deposited funds with Executive Agency. No Departmental charges shall be taken by CPWD from ICMR as ICMR is fully funded by Govt. of India.

(ii) (a) As per CPWD Manual 10% of the estimated cost of the work at the time of requisition/issue of Administrative Approval and Expenditure Sanction and balance amount i.e., 23-1/3% of the estimated cost of the work before award of work will be deposited with the Executing Agency by the Client Department in advance. Thereafter, the expenditure incurred by the Executing Agency will be reimbursed through monthly bills submitted by the Executing Agency simultaneously with rendering of monthly accounts on the progress of work. The deposit of 33-1/3% deposited as advance (as mentioned above) should be retained by the Executing Agency for adjustment against the last portion of the estimated expenditure.

(ii) (b) In case of purchase of material, equipment etc. of heavy amounts (exceeding the 33-1/3% of the estimated cost amount deposited as advance) from the other agencies the Executing Agency (CPWD) can raise the bill for such purchases well in advance and Client Department will release the reasonable amount for such purchases, as per the terms of purchases of material.


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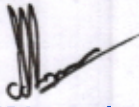
(iii) Funds for making payment of all amounts which may be decreed by a Court of Law, Tribunal or by award of Arbitration in connection with the work(s) will be made available by the Client Department promptly irrespective of the fact that Client Department not being a party before the Court, Tribunal or Arbitrator (s). Such payments will be in addition to the payments made to the contractors for execution of work(s).


(iv) If the amount deposited by the client Department is more than the actual cost of construction which includes compensation, arbitration award and bonus, if any, the balances will be returned to Client Department on completion of the work and finalization of accounts by CPWD, preferably within a period of 06 (six) months from the date of completion.

4.2.3 The Client Department shall help the Executing Agency and its Architect to the extent of writing letters to the local bodies or any other assistance felt necessary for getting such approvals of the local statutory bodies for planning and construction as contemplated in this MOU.

The Client Department shall designate a suitably empowered Nodal officer/ building monitoring committee for coordinating with the Executing Agency for the entire project duration. All communication by the designate Nodal Officer/ Building Monitoring Committee of the Client Department will be made with the designated officer of Executing Agency. The designated Nodal officer of Building Works Monitoring Committee of the Client Department, shall be authorized to obtain and communicate decisions of Client Department and assist Executing Agency in completion of project. The Executing Agency shall nominate an officer to attend the Building Advisory/Monitoring Committee meeting periodically to review the progress of work.

4.2.4 The Client Department shall allow Executing Agency or its agency to erect site office (s), site store(s) and workers rest rooms (including toilets) near the place of construction free of rent . These


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Department of Health Research (Min. of Health & F.W.)
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structures shall be removed and cleared by Executing Agency on completion of work. In case any buildings and infrastructure work are required to be constructed by the Client Department on the land occupied by the site office/store workers rest rooms, Executing Agency shall relocate these structures provided such expenses as may be incurred in shifting/relocation of structure will be borne by ICMR.

4.2.5 The Client Department shall permit and allow with payment/charge for use of available electricity. The Client Department shall also assist obtaining electric connection if required.

4.3 Post-construction Activities:

4.3.1 If the Executing Agency envisages any cost overruns, a proposal in this regard will be forwarded by the Executing Agency to the Client Department along with the detailed justifications. Based on the justification, the client Department will consider and accord sanction of revised cost overruns.


4.3.2 In case of abandonment of project during construction stage, the Client Department shall pay to Executing Agency all liabilities relating to the project or to be paid to construction agencies engaged by Executing Agency for execution of the project.

5. COMPLETION OF THE PROJECT/WORK:

5.1 The time indicated for the work (s) in Preliminary Estimates shall be reckoned from the 30th day after the payment of advance of deposit or the date of handing over the site whichever is later.

5.1.1 After approvals of preliminary estimate/detailed estimate and deposition of funds by the Client Department as per CPWD Manual, the work will be taken up by the Executing Agency.


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5.2.2 The Client Department will not be liable directly to the contractors/ suppliers of the items requires for execution of contract. Further, the Client Department shall not be liable in any manner whatsoever, for damages/ compensation under workmen compensation Act or any other law or in courts or in civil law.


6.0 Terms for maintenance of buildings not constructed by CPWD:

- i. Maintenance shall be taken over by CPWD for passive Civil/ E&M service infrastructure. The CPWD shall carry out detailed inspection, to check the condition of such buildings and take photographs/ videos.
- ii. Wherever structural deficiencies are found which are concerned with safety of occupants and public, those shall be got rectified on top priority.
- iii. A set of building drawings & service drawings to be supplied by ICMR. The special repair & rehabilitation estimates will be given to ICMR in addition to the estimates of routine maintenance work requisitioned by the ICMR, as required.
- iv. In case Local body approval/completion, Fire NOC etc. statutory approvals are not available, it will be the responsibility of ICMR to obtain the same.

7.0 ASSIGNMENT OF THE M.O.U.:

The Executing Agency shall not assign or transfer or part with any of the rights, duties or obligations, wholly or in part, under this MOU, without the prior consent in writing of the Client Department.


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Central Public Works Department
Nirman Bhawan
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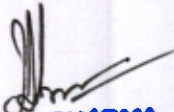
8.0 DISPUTE REDRESSAL:

In the event of any dispute or difference with regard to the interpretation and applicability of this MOU, the same shall be referred to the redressal mechanism available for dispute resolution between the departments under Government of India.

9.0 This memorandum of understanding shall initially remain valid for a period of 36 months from the date of signing. This period can be extended by both the parties by mutual consent. Modification in terms and conditions of this Memorandum of Understanding can also be done by mutual consent of both parties.


10.0 This Memorandum of Understanding shall be terminated by either party after prior notice of six months.

11.0 IN WITNESS WHERE OF the parties hereto have hereunto set their hands and seals the day and year first above written.


SHAIENDRA SHARMA
Director General
Central Public Works Department
Nirman Bhawan
New Delhi

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

Witness: 1.

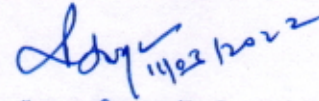

हरीश कुमार / HARIHAR KUMAR
उप महानिदेशक (निर्माण) / Deputy Director General (Admn.)
महानिर्माण विभाग, नई दिल्ली / Min. of Health & F.W.
निर्माण भवन, नई दिल्ली / Nirman Bhawan, New Delhi



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Professor Balram Bhargava
महा-निदेशक / Director-General
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For and on behalf of
Indian Council of Medical Research
(ICMR)

Witness: 2.


डॉ. आर. लक्ष्मीनारायणन / Dr. R. LAKSHMINARAYANAN
उप महानिदेशक (प्रशा.) / Deputy Director General (Admn.)
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