

अरुणाचल प्रदेश ARUNACHAL PRADESH

860952

#### MEMORANDUM OF UNDERSTANDING

This MOU made at Rajiv Gandhi University on 19 August, 2020 between the Rajiv Gandhi University, Rono Hills, Doimukh P.O. herewith called the 'Client Department) and the terms 'CLIENT Department' shall mean and include its administrator, executors and assignee on ONE PARTY.

AND

CPWD through its EE Kimin under SE having its office at Kimin, Papum Pare District, Arunachal Pradesh OTHER PARTY.

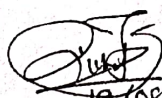
WHEREAS, the client has agreed to entrust the work/project relating to HEFA Funding Projects (list enclosed) (name of work) at Rajiv Gandhi University Campus hereinafter referred to as "Project" to CPWD on the terms and condition set forth hereinafter and whereas CPWD through its Executive Engineer-Kimin has agreed to undertake and complete the work/project accordingly.

NOW, IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER:

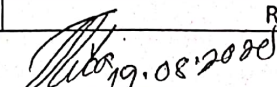
#### Responsibility of CPWD

- 1.1 The CPWD as an Executing Agency for the above/work project shall carry out the entire planning and construction of 07 number of building projects for the intended use of the client including its project management, supervision and related services.

Sl.No.	Name of project	Cost of project in Lakh
1	Faculty Building for Electronics and Communications	Rs. 1193.60
2	Extension of Main Library	Rs. 731.83
3	200 Seated Girls Hostel	Rs. 1503.51
4	200 Seated Boys Hostel	Rs. 1503.51
5	Residential accommodation Type-III Quarters (4 Blocks, 16 Units)	Rs. 490.25
6	Residential accommodation Type-IV (5 Blocks, 20 Units)	Rs. 849.29
7	Utility / Service Centre, Bank, ATM, Post Office, etc.	Rs. 167.87

  
19/08/2020  
EE-Kimin

ई० जोवन सीखेत  
Er. Jowon Sikheth  
कार्यपालक अभियंता किमिन  
Executive Engineer-Kimin  
के०ली०नि०वि०, किमिन, पापुमपारे  
CPWD, Kimin, Papumpare  
अरुणाचल प्रदेश, पिन-791121  
Arunachal Pradesh

  
19.08.2020  
कुलसचिव  
राजीव गांधी विश्वविद्यालय  
Registrar  
Rajiv Gandhi University  
Rono Hill, Doimukh (A.P.)

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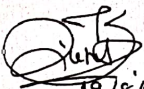




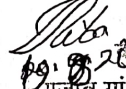
- 1.2(a) Prior to submission of estimate for obtaining A/A & E/S the design and drawing must be submitted to the client for approval from respective Internal Bodies.
- 1.2(b) After receipt of A/A & E/S from the client department, the CPWD will prepare and submit various detailed architectural drawings and service plans to Local Bodies whose approvals are required before taking up the construction work. These Local Bodies are independent organizations and CPWD has no control over them. These Local 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. Although CPWD will make all efforts to get such approvals early, it may be necessary for the client department also to pursue with Local Bodies for early approval.
- 1.3 Since the fund for the project is a limited loan from Higher Educational Financial Agency (HEFA) based on preliminary estimate submitted by the University for approval, there shall not be any scope for revision of cost on higher side. Therefore, the executing agency shall ensure that the project is completed within the estimated cost and stipulated time period except any issues dictated by force majeure condition of agreement. (RGU Terms and conditions). The genuine hindrance of work shall be governed by CPWD norms of hindrance for extension of time.
- 1.4 Any dispute arising out of the operation of the contract(s) for the subject work will be subject to arbitration as provided for in the contract agreement. CPWD will defend the arbitration proceedings as best as it can and get the Arbitrator's award examined by the appropriate authority. The decision of the competent authority in CPWD to accept the award or to challenge the same in the Court of Law will be binding on the client department.
- 1.5 (a) In the case of *deposit* works of autonomous bodies which are financed entirely from government grants, and from whom receipt of deposits is assured, an initial deposit shall be realized before incurring any liability. The initial deposit will be 10% of the estimated cost of the work. This initial deposit may be obtained soon after accord of A/A & E/S. Thereafter, the balance amount shall be deposited in installments by the client department within 15 days of the requirement and statement of expenditure in Form 65 A submitted by the engineer-in-charge. An amount of 2.5% of the deposits shall be retained as reserve for adjustment against the last portion of the estimated expenditure.
- 1.5 (b) It will be under the jurisdiction of the executing department how they are going to process the periodical bill and payments of it, and the other expenditure related to work as per standard CPWD procedure. The deposits must be utilised within the stipulated time and the utilisation certificate be submitted after verification of the work by Project Monitoring Committee and its report. However, the fund will be deposited in instalment as released by the MHRD, HEFA based on progress of the work. The Client may transfer the fund accordingly. The release of the second instalment from MHRD, HEFA depends upon the actual utilisation certificates submitted by the executing department and acceptance of the same by funding agency.
- 1.5 (c) The CPWD has no funds of its own for investing in the work. The client department should, therefore, ensure that adequate funds are available with CPWD for executing the work. In case the client department fails to provide funds as per requirements, it may be necessary for CPWD to suspend/abandon the work. In such eventuality, the client department shall be solely responsible for all the consequences arising out of such stoppage/abandonment of work including claims of contractors for compensation/damages.

#### Responsibility of the Client:

- 1.6 The client department should hand over vacant possession of land/site to CPWD for the project free of encumbrances or charges. CPWD may, if so required, take responsibility for demolition/disposal of existing buildings/structures.
- 1.7 The client shall not be held responsible for the arbitrations due to breach of contract between the executing department and the contractor. It should be the sole responsibility of the

  
19/8/2020  
Er. Jowon Sikhet

कार्यपालक अभियंता किमिन  
Executive Engineer-Kimin  
के०लो०नि०वि०, किमिन, पापुमपारे  
CPWD, Kimin, Papumpare  
अरुणाचल प्रदेश, पिन-791121  
Arunachal Pradesh

  
19/8/2020  
राजीव गांधी विश्वविद्यालय  
Registrar  
Rajiv Gandhi University  
Rano Hill, Doimukh (A.P.)



executing department in all respect including pleading for interest of works and client and financial implications for such cases.

1.8 The client department will help the executing CPWD office at KIMIN, in –

(a) Providing site for labour huts for the contractor's labour free of cost with drinking water facilities only.

1.9 University shall not provide any water facility for all constructions. The executing agency/the firm awarded the work shall arrange water facility for construction on their own.

(a) Provide free access to contractor's materials and labour to the site of work.

(b) Provide electricity connection for execution of work on payment of usual charges, and

(c) Sanction and release of load from the concerned Electricity Board/Authority/RGU.

## 2.0 Monitoring and in-course corrective measures:

2.1 The work will be continuously monitored by the Engineering Branch of the University for day-to-day progress. CPWD will have to share relevant documents with the Engineering Branch of the University, whenever asked for. Nevertheless, the assurance of quality in the construction works shall be the responsibility of the executing agency.

2.2 The university will constitute a technical monitoring committee exclusively for HEFA Projects with at least one external member. The committee will periodically monitor the progress of the project. The committee may interact with the CPWD project execution group if and when required.

2.3 In case of any deviation/shortfall observed by the monitoring committee, it will be the responsibility of CPWD to address those observations in consultation with university administration.

2.4 Executive Engineer of executing agency must do the exercise of PMS appraisal to MHRD for the project (HEFA) in all respect.

  
(Er. Jowon Sikheth) 19/08/2020

Executive Engineer-Kimin  
CPWD, Kimin

(Signature with seal)

ई० जोवन सीखेत  
Er. Jowon Sikheth  
कार्यपालक अभियंता-किमिन  
Executive Engineer-Kimin  
के०लो०नि०वि०, किमीन, पापुम्पारे  
CPWD, Kimin, Papumpare  
अरुणाचल प्रदेश, पिन-791121  
Arunachal Pradesh

  
(Prof. Tomo Riba) 19.08.2020

Registrar

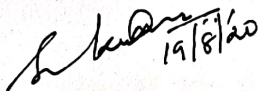
Rajiv Gandhi University

(Signature with seal)

राजीव गांधी विश्वविद्यालय  
Registrar  
Rajiv Gandhi University  
Rono Hill, Doimukh (A.P.)

In presence of:-

Signature

  
19/8/20

1. Name: Er. Sreekumar S.C  
Designation: Assistant Engineer  
Address: AE-Kimin, CPWD, Arunachal Pradesh

Signature

  
19/8/2020

2. Name: Er. Basant Kumar Shah  
Designation: Executive Engineer  
Address: Rajiv Gandhi University



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By e-mail/ Speed Post

No. 35-6/2018-CU-I  
Government of India  
Ministry of Human Resource Development  
Department of Higher Education  
CU-I Desk

Shastri Bhavan, New Delhi  
Dated: 21.01.2019

To,

The Registrar,  
Rajiv Gandhi University,  
Itanagar-791112,  
Arunachal Pradesh.

Subject: Proposal for Loan of Rs.66.59 crore (Interest free) to Rajiv Gandhi University, Itanagar (Arunachal Pradesh) from Higher Education Funding Agency (HEFA) during financial years 2018-19 to 2020-21 - Regarding.

Sir,

Kindly refer to your letter No.RGU/REG-14/HEFA/18 dated 4<sup>th</sup> January, 2019 on the above mentioned subject and to say that the Competent Authority has approved the proposal for funding of Rs.66.59 crore on loan basis from Higher Education Funding Agency (HEFA) during financial years 2018-19 to 2020-21 for the following projects/ activities:

Sl. No.	Projects/ Activities	Area of the projects (in Sqm.)	Estimated cost of the projects (Rs. in crore)	Estimated completion time (In months)
(i)	Faculty Building for Electronics and Communications	2651.00	12.45	20-24
(ii)	Extension of Main Library	1600.00	07.63	20-24
(iii)	200 Seated Girls Hostel	3500.00	15.43	20-24
(iv)	200 Seated Boys Hostel	3500.00	15.43	20-24
(v)	Residential accommodation Type-III Quarters (16 Units)	1071.80	05.11	18-20
(vi)	Residential accommodation for teaching and non-teaching staff Type-IV (20 Units)	1856.80	08.86	18-20
(vii)	Utility / Service Centre, Bank, ATM, Post Office, etc.	400.00	01.68	18
Total			66.59	

2. The amount of loan from HEFA will be Rs.13.32 crore during 2018-19 (20% of the total amount), Rs.26.63 crore during 2019-20 (40% of the total amount) and Rs.26.64 crore during 2020-21 (40% of the total amount).

3. The approval of loan to the Rajiv Gandhi University, Itanagar (Arunachal Pradesh) are subject to further following terms & conditions:

- (i) The estimated cost of all projects shall be as per latest CPWD Schedules of rates/ norms;
- (ii) All the construction works shall be executed through CPWD/ PSUs after following open/ e-tendering for awarding of works.

*Pliba*  
22/1/19

*So*  
Pl. put up for all  
the suggestions & observations  
Plm.  
23/1/2019

