



मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद  
प्रयागराज- 211004 (भारत)

**Motilal Nehru National Institute of Technology Allahabad**  
**Prayagraj-211004 (India)**

Website: <http://www.mnnit.ac.in>

**Minutes of the Thirty-first [31<sup>st</sup>] meeting of the Building and Works Committee held on September 26, 2019 at 02.30 P.M. in the Conference Hall, Executive Development Centre [EDC], Motilal Nehru National Institute of Technology Allahabad, Prayagraj-211004.**

**Following members of the Building and Works Committee attended the meeting:**

1. **Prof. Rajeev Tripathi** Chairman  
Director  
Motilal Nehru National Institute of Technology Allahabad, Prayagraj – 211004
2. **Shri Dhananjay K. Singh** Member  
Deputy Secretary (Finance), Integrated Finance Division,  
Ministry of Human Resource Development,  
Government of India, Shastri Bhawan, New Delhi – 110001  
**[attended through Remote Conferencing]**
3. **Shri Rajeev Garg** Member  
Former Superintending Engineer  
Indian Institute of Technology Kanpur  
Kanpur-208002
4. **Prof. M.M. Gore** Member  
Dean [Planning & Development]  
Motilal Nehru National Institute of Technology Allahabad, Prayagraj - 211004
5. **Shri K. V. Reddy, IDSE** Member  
GE (West) Allahabad,  
Military Engineering Service  
Carrippa Road, New Cantt, Prayagraj
6. **Dr. Sarvesh K. Tiwari** Member  
Registrar Secretary  
Motilal Nehru National Institute of Technology Allahabad, Prayagraj – 211004

**Following Special Invitees also attended the meeting:**

- |    |  |                    |
|----|--|--------------------|
| 1. | <b>Dr. Rama Shanker</b><br>Faculty In-charge [New Infrastructure Projects]<br>Motilal Nehru National Institute of Technology Allahabad, Prayagraj - 211004 | Special<br>Invitee |
| 2. | <b>Prof. Mukul Shukla</b><br>Associate Dean [Planning & Development]<br>Motilal Nehru National Institute of Technology Allahabad, Prayagraj - 211004       | Special<br>Invitee |

**Following members of the Building and Works Committee were granted leave of absence from the meeting on account of their preoccupation:**

- |    |   |        |
|----|---|--------|
| 1. | <b>Ms. Suhasini Gotmare</b><br>Director [NITs],<br>Department of Higher Education, Ministry of Human Resource Development<br>Government of India, Room No. 223 'C', Shastri Bhawan, New Delhi - 110 115 | Member |
| 2. | <b>Shri Sanjeev Sehgal</b><br>CPM / RE<br>Rail Vikas Nigam Limited, Vibhuti Khand, Gomti Nagar,<br>Lucknow, Uttar Pradesh 226010  | Member |

Shri Manish Kumar, Executive Engineer (Civil) and Shri A. K. Singh, Executive Engineer (Electrical), were also present during the meeting to assist the Chairman and other members.

The Chairman extended a warm welcome to Shri K.V. Reddy, who was attending the meeting of Building and Works Committee for the first time, after his nomination to the Building and Works Committee in terms of provisions of Statute 12 (1) (vi) of the First Statutes of NITs.

The Chairman also extended a warm welcome to all the members of the Building and Works Committee and thanked them for taking the time out to attend the meeting.

**Item No. 31.01 : To confirm the minutes of the Thirtieth [30<sup>th</sup>] meeting of the Building and Works Committee of MNNIT Allahabad held on 20.05.2019 at MNNIT Allahabad.**



**Resolution** : The Building and Works Committee considered the confirmation of minutes of its Thirtieth [30<sup>th</sup>] meeting held on 20.05.2019 and noted that no comments have been received from any of the members.

The Building and Works Committee confirmed the minutes of its Thirtieth [30<sup>th</sup>] meeting held on 20.05.2019, as circulated.

**Item No. 31.02** : **To report the action taken on the resolutions of the Thirtieth [30<sup>th</sup>] meeting of the Building and Works Committee of MNNIT Allahabad held on 20.05.2019 at MNNIT Allahabad.**

**Resolution** : The Building and Works Committee perused the action taken by the Institute on the decisions taken in its Thirtieth [30<sup>th</sup>] meeting held on 20.05.2019, as circulated along with agenda papers.

The Building and Works Committee resolved that action taken by the Institute on the decisions taken in its Thirtieth [30<sup>th</sup>] meeting be noted and taken on record.

**Item No. 31.03** : **To note letter F.No.33-1/2012.TS-III, dated 03.06.2019 on the subject- "*Master Circular for infrastructure projects in centrally funded institution*" received from the Ministry of HRD for compliance in the Institute.**

**Resolution** : The Building and Works Committee considered the Ministry of HRD letter F.No.33-1/2012.TS-III, dated 03.06.2019 on the subject- "*Master Circular for infrastructure projects in centrally funded institution*" for compliance in the Institute.

The Building and Works Committee noted the same for compliance in the Institute.

The Building and Works Committee was of the opinion that as per the Master Circular, independent experts from various field of constructions such as Civil Engineering, Electrical Engineering, Public Health Engineering, Architects, Master Planner, Horticulture/ Forestry Experts, Landscape Experts, Rain Water Harvesting Experts, etc. may be invited in the meetings of the Building & Works Committee, when matters related to these areas are put up for deliberation.

**Item No. 31.04** : **To review the status of ongoing construction/infrastructure works being undertaken by CPWD & RITES in the Institute.**



**Resolution** : Representatives of CPWD and M/s RITES Ltd. made presentation before the Building and Works Committee during the meeting and apprised the Building and Works Committee about the status of ongoing construction works being undertaken by them.

The Building and Works Committee while considering the status of ongoing works presented by the respective agencies observed the following:

**(A) Construction of Girls Hostel by M/s RITES Ltd.:**

- (a) The Committee noted that the physical progress of the work is 54% as on date. The representative of M/s RITES Ltd. assured that the work in all respect will be completed by May 23, 2020 as planned.
- (b) The Building and Works Committee desired that M/s RITES Ltd. must take the consent of the Institute on the following, before execution:
  - (i) A Sample Room with all furniture/ fixtures be made ready by October 20, 2019 for approval.
  - (ii) As regards kitchen equipments, installation details regarding provision of hot & cold Bain Marie, possibility of Cold Room/ Deep Freezer in place of Refrigerator etc. be provided to the Institute.
  - (iii) Test certificate of Stainless Steel Grade for kitchen equipments be provided.
  - (iv) Covering sheet of Stainless Kitchen Equipment's to be removed by the Institute before actual use.
  - (v) Kitchen must be fitted with proper exhaust system especially in the area where Burner, Chappati Maker etc. are installed.

**(B) Construction works being undertaken by CPWD:**

**(a) Boys Hostel:**

- (i) The Committee noted that the physical progress of the work is 14.49 % as on date. Representatives of CPWD assured that the work in all respects will be completed by May 31, 2020 as planned.
- (ii) The Building and Works Committee observed that the progress of work is slow and it is likely to delay the completion of work.



Considering above, the Building and Works Committee suggested that micro level planning is required to be done by the Executive Engineer, CPWD for timely completion of the work. The same may be submitted to the Institute.

- (iii) It was informed by the CPWD that as on date there is no apparent hindrance which may lead to further delay in the completion of the work, and as such escalation on account of further delay, beyond the scheduled date completion of the work i.e. 31.05.2020 will be attributed for the contractor.
- (iv) Layout Plan for the automation of Kitchen with all required accessories may be submitted at the earliest.
- (v) Details regarding AMC of lifts and availability of ARD system in the lifts may be provided.
- (vi) Third Party Inspection Schedule and Third Party Inspection Reports to be provided to the Institute on regular basis.

**(b) Other CPWD Works:**

The Building and Works Committee noted the progress of other construction works being carried out by the CPWD.

The Building and Works Committee resolved that the presentation given by CPWD and M/s RITES Ltd. may be taken on record.

The Building and Works Committee suggested that a Project Motoring Group (PMG) including external experts, having expertise in varied areas such as Civil Engineering/Electrical Engineering/ Architecture etc. be constituted for proper and regular monitoring of ongoing construction works.

Report of PMG may be placed before the Building and Works Committee on the regular basis.

**Item No. 31.05 : To consider the draft of Memorandum of Understanding [MoU] to be signed between the Central Public Works Department (CPWD) and the Motilal Nehru National Institute of Technology (MNNIT) Allahabad for CPWD to undertake Deposit Work(s), Construction of Infrastructure Projects in the Institute.**



**Resolution** : The Building and Works Committee considered the draft of Memorandum of Understanding [MoU] proposed to be executed between the Central Public Works Department and the Motilal Nehru National Institute of Technology (MNNIT) Allahabad for CPWD to undertake deposit work(s) by the CPWD as per para 3.1.2.1(5) & (6) of CPWD Works Manual 2019.

The Building and Works Committee noted that the Ministry of Finance, Department of Expenditure has prepared a Manual for Procurement of Works 2019. Para 3.1.4 of Chapter (3) of the Manual provides the procedure for assigning work to PWO or PSU/ Organizations.

As per above provisions of the Manual for Procurement of Works 2019, a MoU as per sample MoU available at Annexure-8 of Manual is to be signed between the Organization & the Public Works Organization or PSU. A copy of the sample MoU is enclosed as **ANNEXURE- I**.

Considering the above, the Building and Works Committee resolved that the CPWD may be provided with a copy of sample MoU and be requested that a MoU in line with the sample MoU may be signed between MNNIT Allahabad and CPWD.

**Item No. 31.06** : **To consider the Annual Calendar for the meetings of the Building and Works Committee for the year 2019-20.**

**Resolution** : The Building and Works Committee considered the proposed Annual Calendar for 2019-20 for the meetings of the Building and Works Committee of the Institute. The Building and Works Committee resolved to approve the following calendar for 2019-20 for the meetings of the Building and Works Committee:

<b>Quarter of the Year [2019-2020]</b>	<b>Proposed dates (any date between the give period)</b>
First Quarter, 2019	Already held on May 20, 2019
Second Quarter, 2019	Scheduled on September 26, 2019
Third Quarter, 2019	October 20-30, 2019
Fourth Quarter, 2020	January 20-28, 2020



**Any other item with the prior permission of the Chair.**

**Supplementary Item No. 31.07** To consider the construction of New block for Academic Building (G+2) in front of Central Library i/c internal electric installations, fans, fire-fighting system & Lift at MNNIT Allahabad, Prayagraj.

**Resolution** The Building and Works Committee (BWC) considered the Preliminary Estimate of ₹ 36,32,94,100.00 (Rupees Thirty Six Crore Thirty Two Lakh Ninety Four Thousand One Hundred only) for construction of New block for Academic Building (G+2) in front of Central Library i/c internal electric installations, fans, fire-fighting system & Lift at MNNIT Allahabad submitted by the CPWD vide letter No. 23(623)/इकेपरि/2019/1985 दिनांक 25.09.2019, and recommends the same to the Finance Committee [FC]/Board of Governors [BoG] for approval.

The Building and Works Committee further resolved that in terms of MHRD letter No. 33-1/2019-TS.III, dated 28.02.2019 & No. 32-13/2019-TS.I, dated 30.05.2019, the work may be executed under the EPC mode and RCC framed structure technology to be followed for construction of the said project. It was also resolved that the work may be taken up under EPC Mode-III as mentioned in CPWD O.M. No. DG/MAN/Misc./26, dated 24.05.2019.

The Building and Works Committee keeping in view of the urgent requirement of space for expansion of the departments and faculty rooms resolved that keeping the area of proposed construction as same the building will be utilized for the purpose of accommodating departments and faculty rooms.

The flow of fund will be as per clause 3.1.2.1 (9) of CPWD Works Manual 2019 and SOP No.3/6 (Deposit Works) of SOP for CPWD Works Manual 2019.

The Building and Works Committee recommends the same to the Finance Committee and Board of Governors for grant of Administrative Approval and Expenditure Sanction for the work on the following.

- (a) Preliminary/ detailed estimate of ₹ 36,32,94,100.00 (Rupees Thirty Six Crore Thirty Two Lakh Ninety Four Thousand One Hundred only) for construction of New block for Academic Building (G+2) in front of Central Library i/c internal



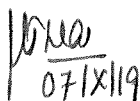
electric installations, fans, fire-fighting system & Lift.

- (b) To award the work to CPWD.
- (c) The flow of fund as per clause 3.1.2.1 (9) of CPWD Works Manual 2019 and SOP No.3/6 (Deposit Works) of SOP for CPWD Works Manual 2019.
- (d) Execution of the project under EPC Mode-III and RCC framed structure technology to be followed.
- (e) Expenditure for the work may be met out of the approved financial outlay of ₹ 37.00 Crores under OH-35 for the purpose of requirement of additional infrastructure for implementation of EWS reservation".

The Building and Works Committee was appraised of the requirement of above infrastructure in terms of checklist as enclosed at **ANNEXURE-II**.


Considering the urgency of work, the Building and Works Committee resolved to confirm this resolution.

The meeting ended with vote of thanks to the Chair.



**[Sarvesh K. Tiwari]**  
Registrar/ Member Secretary

**Approved**



**[Rajeev Tripathi]**  
Director/ Chairman





## Annexure 8: A Sample MOU

(Refer Para 3.1.4 (iv))

The sample is for illustrative purpose only and procuring entity may change the format suiting to their requirement. If felt necessary, procuring entity may also get the MOU document vetted from the Ministry of Law/ or procuring entity's legal cell)

### MEMORANDUM OF UNDERSTANDING<sup>1</sup>

between

[Name of Procuring Entity]

and

[Name of Project Management Consultant PWO/ PSU]

for

Construction of [Name of Work(s)] at [Name of Location(s) of Work]

This, Memorandum of Understanding (hereinafter called "MoU") signed between [Name of Procuring Entity] (hereinafter called "Procuring Entity") represented by its Chief Engineer of one part,

And

[Name of Project Management Consultant PWO/ PSU] (hereinafter called "Project Management Consultant") represented by its Chief Engineer on other part.

'Procuring Entity' and 'Project Management Consultant' are also referred to individually as 'Party' and collectively as 'Parties' wherever the context so requires.

Whereas 'Project Management Consultant' have agreed to undertake the work of Construction of abovementioned Work(s) at abovementioned location(s) for 'Procuring Entity' as a 'Deposit Work' on Project Management Consultant (PMC) basis.

Now, therefore it is agreed between the Parties that:

A) Assigning of Work by 'Procuring Entity' to 'Project Management Consultant':

1. *{In case of MoU of collection of works or of framework nature 'Procuring Entity' will assign a work to the 'Project Management Consultant' through a letter after due approval of the competent authority. A work specific MoU would be signed along with approval of Preliminary Estimates.}. 'Procuring Entity' will provide all relevant available documents related to Land, Site Details, functional and*

<sup>1</sup>The present sample is based on MoU with PWO. Work to PSUs is to be assigned on the basis of competitive bidding amongst them and the MoU in such cases would be based on the provisions in the bidding documents. This MoU would normally be for a specific standalone work, but could also be for a Project consisting of a collection of related works. In case of MoU with Public work Organisations (PWOs) it could also be as a long-term framework MoU. In case of MoU of collection of works or of framework nature, extra provisions are shown in italics within {brackets}, which can be omitted in standalone MoUs.



space requirements (or Various Facilities, Special Requirements/ Features and Broad Specifications for specialised Equipments and Plants), Layout Plans etc for facilitating Project Execution by 'Project Management Consultant' along with A & E Consultants.

2. 'Project Management Consultant' shall appoint, if any, competent Architectural and Engineering (A & E) Consultant commensurate with size and nature of the work after following due process.

**B) Approval of Preliminary Project Report (PPR) & Detailed Project Report (DPR)/ Preliminary Estimate (PE)**

1. Preliminary Project Report (PPR) shall be prepared by 'Project Management Consultant' based on functional & space requirements as intimated by 'Procuring Entity' and submitted to 'Procuring Entity' for its approval. {It would be a joint endeavour on part of both 'Procuring Entity' and 'Project Management Consultant' in consultation with consultants & experts to develop Standard Plans & Specifications for Works & Services including Furniture, Equipments, Plants etc. pertaining to various categories of Works etc.}<sup>2</sup>
2. Based on approved PPR, 'Project Management Consultant' shall prepare Detailed Project Report (DPR)/ Preliminary Estimate (PE) consistent with their norms & standards, containing Milestones and commensurate activities to be accomplished against each Milestone & Baseline Programme in the form of CPM Network depicting clearly Dates of Start and Completion of the work {along with Work specific draft MoU}<sup>35</sup> and submit it to 'Procuring Entity' along with all relevant input information, documents and Drawings etc. for approval of 'Procuring Entity', within 8 (eight) weeks of receipt of approval for PPR. 'Project Management Consultant' shall use C.P.W.D. Analysis of Rates for Delhi (DSR) for framing the DPR/ PE. Non - DSR Items shall be incorporated in the Detailed Estimates only when these are not either readily available in DSR. Detailed reasons and justifications for including Non-DSR Items shall have to be furnished by 'Project Management Consultant'. 'Procuring Entity' shall accord approval to DPR/ PE {and Work specific Draft MOU}<sup>3</sup> containing Milestones and commensurate activities to be accomplished against each Milestone & Baseline Programme in the form of CPM Network and issue Administrative Approval (A/A) & Expenditure Sanction (E/S) in about 8 (eight) weeks of its submission by 'Project Management Consultant'.
3. On receipt of the A/A and E/S, the 'Project Management Consultant' shall prepare and accord Technical Sanction (TS) to detailed and coordinated design of all the Architectural, Civil, Electrical, Mechanical, Horticulture and any other services included in the scope of the sanction and of the Detailed Cost Estimates containing the detailed specifications and quantities of various items prepared on the basis of the schedule of rates maintained by CPWD or other Public Works Organizations.

<sup>2</sup>Applicable to framework MoUs or MoUs for collection of projects

<sup>3</sup>Replace by any other relevant Schedule of Rates for the concerned location/ project



## (C) Release of Funds, Payment of Bills

1. 'Project Management Consultant' has agreed to charge [insert the Fee agreed] for carrying out the assigned Deposit Work.
2. 'Procuring Entity' shall release Initial Deposit of 10% of the approved preliminary estimate amount to 'Project Management Consultant' within 2 (two) weeks of issuing A/A & E/S {and signing work specific MoU along with Milestones & Baseline Programme between Chief Engineers of 'Procuring Entity' & 'Project Management Consultant', whichever is later} 35.
- 2.1 'Procuring Entity' shall release additional deposit up to 10 (ten) % of approved estimate amount to 'Project Management Consultant' within 2 (two) weeks of award of first major construction contract on the basis of specific request made by 'Project Management Consultant' in this regard along with proper reasons and justifications acceptable to 'Procuring Entity' for additional requirement of fund over and above already released initial deposit of 10 (ten) % of approved preliminary estimate amount in terms of Clause – 7 above.
3. After the Initial and Additional Deposit as per clause 7 and 7.1 above and subsequent release of Fund shall be in the form of recoupment of the expenditure made by 'Project Management Consultant' on the work as per monthly expenditure statements which shall be submitted in Monthly Expenditure Statement (MES) in a form similar to CPWD Form – 65 (Account of Deposit works). While submitting MES, and placing demand for release of fund in the form of recoupment of the monthly expenditure already incurred on the work, 'Project Management Consultant' will also submit a comprehensive report on progress of physical completion of various activities and Milestones vis-a-vis earlier planned activities/ Milestones for the overall completion of the specific work mutually decided between 'Procuring Entity' & 'Project Management Consultant' {and included as part of work specific MOU} 35 for enabling 'Procuring Entity' to keep effective check on utilization of fund as well as physical progress of the work.
4. The fund subsequent to Initial Deposits shall be released by 'Procuring Entity' to 'Project Management Consultant' within 4 (four) weeks of submission of request by 'Project Management Consultant' along with all documents as described in Clause - 8 above. As per the monitoring of physical and financial progress indicators, 'Procuring Entity' will take necessary steps for recoupment of the monthly expenditure incurred on the basis of the Fund Utilization Certificate.
5. If any fund requirement is specifically made by 'Project Management Consultant' after the work has been assigned to 'Project Management Consultant' for undertaking pre-construction activities related to the Project Execution etc., the same shall be released by 'Procuring Entity' within 2 (two) weeks of such specific demand provided the amount is within ceiling limit of Rs 25 (twenty-five) lakh. The amount so released to 'Project Management Consultant' shall be adjusted from, Initial Deposit amount.



6. 'Project Management Consultant' shall intimate 'Procuring Entity' about any excess expenditure likely to be incurred over and above the approved Projected Cost and also about possibility of time overruns, as soon as it comes to the knowledge along with reasons and justifications thereof for necessary approvals from 'Procuring Entity' before continuing/ incurring the extra/ additional expenditure.
7. The 'Project Management Consultant' shall be responsible for certifying and making payment of Bills of the Contractors/ Agencies engaged by them and make available Final Statement of Accounts in Standard Format to 'Procuring Entity' & also provide copies of Final Bills for all Contract Packages and other expenditure incurred related to Project Construction after the Completion of the Work. In addition, should 'Procuring Entity' ask for any other details from 'Project Management Consultant' regarding Utilization of Fund at any stage, Detailed Estimates, Technical Sanctions, Award of Works, Running Bills etc., the same shall be provided by 'Project Management Consultant' readily.
8. The 'Procuring Entity' shall settle compensation/ levies, if so required to be paid based on recommendation by 'Project Management Consultant' related to the Project works, under Workmen's Compensation Act or any other Act or Law of the Central or the State Government.

(D) Execution of Work

1. The 'Project Management Consultant' shall obtain necessary Statutory Approvals/ Permission/ Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like District Authorities, Municipal Corporation, Panchayati Raj Institutions, Town Planning Board, Electricity Board/ Fire Department, State/ Central Pollution Control Boards, State/ Central Environmental Authorities, Forest and Wild-life authorities etc (for e.g. removal of trees, re-locating utilities; conversion of railway level crossings, laying of railway sidings needed by the work; rehabilitation and resettlement of persons affected by the work; traffic control; mining of earth and stone; interfering protected monuments; blasting permission, environmental/ forest/ wild-life clearances; and shifting of religious shrines etc) to start the work have been obtained. The 'Procuring Entity' shall be responsible for providing all assistance to 'Project Management Consultant' in this process.
2. Works shall not be awarded by 'Project Management Consultant' to contractors till all statutory approvals/ certificates/ permissions required for taking up the work, are in place.
3. 'Procuring Entity' shall make the work site available free from encumbrances to 'Project Management Consultant'. 'Procuring Entity' shall also ensure Availability of auxiliary services - like roads, power, water, solid & liquid waste disposal system, street lighting and other civic services. 'Project Management Consultant' shall provide necessary support in this process.
4. 'Project Management Consultant' shall permit 'Procuring Entity' to inspect or monitor the works, either itself or through Third party as and when it desires for assessing actual progress and quality of construction and any other aspects.



5. 'Procuring Entity' shall provide security clearance and ensure free access for 'Project Management Consultant' staff/ Employees and their workers working at Work site in case these are required. 'Project Management Consultant' shall provide necessary support in this process.
6. 'Project Management Consultant' shall ensure adequate availability of men & material by their contractors.
7. 'Project Management Consultant' shall ensure that it's Contractor(s) implement required Health, Safety & Environmental (HSE) practices at the Construction Sites and they also comply with all statutory obligations related to workmen deployed at the Construction Site. 'Project Management Consultant' will act as Principal Employer in respect of all Statutory Obligations related to workmen deployed at the site in execution of the work.
8. 'Procuring Entity' shall permit and facilitate to the 'Project Management consultant' all utilities required for construction e.g. drawl of Ground Water, obtaining electricity connection, putting up Labour Camps/ Huts inside the available space for facilitating construction by contractors engaged by 'Project Management Consultant'. 'Project Management Consultant' shall provide necessary support in obtaining permission, if any, of Local Bodies in this regard. The cost in this regard borne by 'Procuring Entity', if any, should not be duplicated as reimbursement by the 'Project Management Consultant'.
9. As soon as the work is allocated, 'Project Management Consultant' shall prepare and submit to 'Procuring Entity' an Integrated Programme Chart for the execution of work showing clearly all activities from the start of work to completion with details of manpower and other input information required for the fulfilment of the timelines given therein. 'Project Management Consultant' will intimate 'Procuring Entity', Project Team, both on - site and off-site, starting from Chief Engineer to Junior Engineer associated with execution of the work. The Programme Chart should inter-alia include descriptive note explaining sequence of the various activities, CPM Network Milestones etc. This will form Base Line Programme and the subsequent progress of the work shall be reviewed with reference to this during periodic Progress Review Meeting preferably monthly. Any increase in time period from the Base Line Value shall be construed as Time Overrun
10. 'Project Management Consultant' shall be responsible for providing Physical Progress Reports to 'Procuring Entity' in the form of CPM (Critical Path Method) Network on monthly basis for reviewing of the progress of the work vis - a vis Base Line Programme and taking all necessary remedial actions, after taking into account 'Procuring Entity's observations made in respect of quality and progress of the work during the monthly/ periodic Project Review Meetings. To ensure timely completion of work as per mutually agreed time-schedule/ milestones and within agreed Cost.
11. 'Project Management Consultant' shall also be responsible for providing to 'Procuring Entity' Financial Progress Reports of the project and up to date Expenditure incurred



on the work on monthly basis along with Certificate of Utilization of Fund against Fund earlier released to 'Project Management Consultant' by 'Procuring Entity'.

12. 'Project Management Consultant' shall be responsible for total 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 Specifications etc and also in accordance with relevant and extant provisions of General Financial Rules (GFR), 2017.

(E) Project Management, Cost and Time Control

1. 'Project Management Consultant' shall implement a system of 'Project Team Concept' with dedicated group of Engineers under single and unified command for implementation of projects from concept to completion and call composite tenders to reduce the number of packages for better management. 'Project Management Consultant' shall be obliged to adopt all the above said measures to successful completion of the works within Approved Cost and agreed Time period.
2. 'Project Management Consultant' shall be responsible for managing the Project from concept to commissioning effectively and efficiently to ensure desired/ proportionate pace of progress and completion of work is achieved progressively vis-à-vis approved Plans & Specifications and in Terms and Conditions of the MOUs and mutually agreed milestones and timelines and approved cost, taking with due diligence all required pro-active remedial measures including provision of stringent and elaborate enforceable Clauses to this effect and also making time as the essence of contract in the Bid and Contract Documents. 'Project Management Consultant' shall provide for clauses in the contract and established procedure to recover liquidated damages from their contractors/ agencies. The liquidated damages recovered from the contractors for delay, if any, shall be credited to 'Procuring Entity' in the project accounts.
3. The approved Initial Project Cost & Timeline should not exceed during execution of the Project except for reasons like increase in cost index during construction period, revised specifications or extra work over approved estimate carried out at the request of 'Procuring Entity' etc. In case of either increase in earlier approved cost or timeline, detailed reasons and justifications, based on verifiable facts and figures, shall have to be provided by 'Project Management Consultant' along with comprehensive proposals for revision in earlier approved Project Cost & Timeline, which shall be intensively examined by 'Procuring Entity' in consultation with 'Project Management Consultant' before approval is accorded to their proposals. No additional expenditure over and above the earlier approved Project Cost shall be incurred by 'Project Management Consultant' without prior approval of 'Procuring Entity'. Upward Revisions in either Cost or Timeline should be an exception rather than a rule and for achieving this objective, all required efforts shall be made by 'Project Management Consultant'



4. At any time, it appears to 'Procuring Entity' that the actual progress of the work does not conform to the approved programme referred above and intimated to 'Project Management Consultant' by 'Procuring Entity', detailed reasons and justifications for such delays shall have to be provided by 'Project Management Consultant', which shall be examined by 'Procuring Entity' to re-Schedule the Programme, if any. Progress Review Meetings preferably monthly shall be held between 'Project Management Consultant' and 'Procuring Entity' for reviewing the progress of works based on Baseline Programme/ Milestones etc. and also for resolving co-ordination issues, if any including fixing priority of some works, facilities and services for their early completion and handing over to 'Procuring Entity' for putting item to use for intended purpose. A&E Consultants may also participate. 'Project Management Consultant' will also designate a nodal officer in respect of specific work for coordinating with 'Procuring Entity' and A & E Consultant. Such designated nodal officer shall be suitably empowered and authorized to take decisions in work related issues so that delays are minimized for achieving timely completion of work.

(F) Disputes, Enquiries and Queries

1. 'Project Management Consultant' shall be responsible for observing due diligence and adopting all possible measures at various stages of work execution so as to avoid Arbitration/ Litigation and other hindrances and the work is completed within optimum cost and time in hassle free environment.
2. 'Project Management Consultant' shall be responsible for defending all Arbitration and Court Cases arising out of execution till the works end examining the Arbitration Award/ Decree of Court or Law/ liability by appropriate authority in 'Project Management Consultant' and forwarding the same along with a comprehensive report on the circumstance leading to the Arbitration/ Court Cases and the reasons and justification as to why an appeal against such awards/ decree was not considered necessary briefing out inter-alia details of the award and clear cut recommendations. The decision of the competent authority in 'Project Management Consultant' to accept the award or challenge the same in a Court of Law will be binding on the 'Procuring Entity'.
3. 'Procuring Entity' shall settle and pay the final claims which may be decreed by a Court of Law, Tribunal or by award of an Arbitration in relation-to the-deposit work, based on recommendations of 'Project Management Consultant'.
4. 'Project Management Consultant' shall be responsible for redressing and complying with the observations of CTE/ CVC, Auditors, Statutory Authorities, Local Bodies, Municipal Corporation etc. pertaining to the work under intimation to 'Procuring Entity'. Providing all work related information promptly to 'Procuring Entity' for replying to Parliament Questions, queries from various Constitutional & Statutory Authorities.





(G) Completion and Handing-over of Completed Work and Facilities

1. 'Project Management Consultant' shall obtain work Completion/ Occupancy Certificates & Clearances for completed Work and Facilities before handing over the same to 'Procuring Entity' for putting them to functional use. 'Procuring Entity' shall provide all assistance in this process.
2. 'Project Management Consultant' shall hand over to 'Procuring Entity' or its Authorized Representative completed Work including all Services and Facilities constructed in accordance with the Approved Plans, Specifications fulfilling all techno-functional requirements agreed with 'Procuring Entity' along with Inventory, As built - Drawings, Maintenance Manual/ Standard Operating Procedure ( SOP) for Equipments and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies etc.
3. On completion of the work, a Project Completion Report (PCR) shall be submitted by 'Project Management Consultant' duly bringing out the Final Project Completion Cost, Total Time period taken to complete the work and also completed Project Components as against the approved Cost, Time and Project Components. The PCR shall be submitted along with Final Project Accounts including return of unspent balance amount to 'Procuring Entity' within one month of settlement of final bills of the contractors/ other agencies deployed on the work by 'Project Management Consultant'.

(H) Termination of MoU

1. If 'Procuring Entity' decides to terminate this MOU or decides to drop/ abandon the work after substantial preliminary work has been done by 'Project Management Consultant' on the work, both 'Project Management Consultant' and 'Procuring Entity' shall mutually decide the loss incurred by 'Project Management Consultant' for payment by the latter to the former. In case of abandonment of project/ work by 'Procuring Entity' during construction stage, 'Procuring Entity' shall pay to 'Project Management Consultant', after determining the value of the works, goods and contractors documents and any other sums due to them for work executed in accordance with the MOU, to help liquidate only such liabilities as were squarely needed towards construction/ consultant agencies engaged on the work, in a fair and reasonable manner.

(F) Miscellaneous

1. Disputes between 'Procuring Entity' and 'Project Management Consultants': As dispute resolution mechanism for implementation of the provisions of this MoU, at the first instance the issues involved shall be brought before Chief Engineer of 'Procuring Entity' and concerned Chief Engineer of 'Project Management Consultant' for their resolution. In case, however, disputes/ differences between the parties do not get resolved, the matter shall be escalated to higher level in 'Procuring Entity', and 'Project Management Consultant', who shall be above the level of CE in the respective organizations. They shall submit a comprehensive report





- and recommendation to 'Procuring Entity' and 'Project Management Consultant' for facilitating final decision in the matter.
2. Individual and joint responsibilities of the Parties shall be as per clauses mentioned above.
  3. No amendment in Terms & Conditions of the MoU shall be valid and effective unless it is in writing and duly signed by authorised representatives of 'Procuring Entity' and 'Project Management Consultant'. Each party shall give due consideration to any proposal for amendment/ modification made by other party with proper justifications thereof.
  4. Provisions, if any, made in respect of deposit works in 'Project Management Consultant's Works Manual or Codes shall stand modified to the extent of the stipulations made in this MoU for execution of 'Procuring Entity' works by 'Project Management Consultant'.

Signatures and Witnesses

Date: .....

Place: .....



मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद

प्रयागराज- 211004 (भारत)

Motilal Nehru National Institute of Technology Allahabad

Prayagraj-211004 (India)

Website: <http://www.mnnit.ac.in>

Checklist

Construction of New block for Academic Building (G+2) in front of Central Library i/c internal electric installations, fans, fighting system & Lift of the Institute			
SN		Parameter	Details
1		<b>Details of the available Major Infrastructure in the Institute (in Sq Meters):</b>	
	a	Area of Academic Buildings	40682.20 Sq.m.
	b	Area of Residential Buildings	26550.47 Sq.m.
	c	Area of Administrative Buildings	6114.5 Sq.m.
	d	Area of Common Facilities	22163.66 Sq.m.
	e	Area of Hostels	60894.68 Sq.m.
	f	Any other Facility (Like- Labs/Research Centres/Guest House etc.)	8965.78 Sq.m.
2		<b>Basic Details of the Project: Construction of New block for Academic Building (G+2) in front of Central Library i/c internal electric installations, fans, fighting system &amp; Lift of the Institute.</b>	
	a	Type of Building	R.C.C. Framed structure (G+2)
	b	Area	6989.37 sq.m.
	c	Cost	₹36,32,94,100.00
		Payment already made	Nil
		Loan From HEFA	N.A
	d	Capacity	BWC recommended that the proposed building will be utilized for the purpose of accommodating departments and faculty rooms.
3		<b>Utilization of Existing Same Type of Building(s)</b>	
	a	Area	40682.20 Sq.m.
	b	Capacity in No.	03
	c	Utilization in No.	03
	d	% Utilization	100 % (Over crowded)

*[Handwritten signature]*

4		<b>Can the existing buildings be utilized for the proposed facility? (Yes/No)</b>	
5	a	<b>Number of Students:</b>	
	a1	Present	5310
	a2	Projected by the 2019 Year	5810
	b	<b>Number of Faculty:</b>	
	b1	Present	222
	b2	Projected by the 2019 Year	362
	c	<b>Number of Non-Faculty Staff:</b>	
	c1	Present	135
	c2	Projected by the 2019 Year	398
6		<b>User Charges:</b>	
	a	Present User Charges from Similar Facilities	Nil (Academic Building)
	b	Total Estimated User Charges from the Project/Facility	Nil (Academic Building)
7		<b>Maintenance Cost</b>	
	a	Expected Maintenance Cost per years	₹5.00 lacs
	b	% of Maintenance Cost which will be recovered from the User Charges	Nil
8		<b>IRG Details:</b>	
	a	Total Corpus of the Institute	93.48 Crore
	b	Average IRG for last three years	31.63 Crore
	c	% of IRG being spent presently for last three years	100% (adjusted against Grant)
	d	Principal Amount to be paid to HEFA for loan repayment per year	-
9		<b>Internal Rate of Return (IRR) of the Project</b> (Cash Flow Statement to be attached)	-
10		<b>Any Commercial Utilization of the Infra Created:</b>	No
11		<b>Detailed Justification for the Project:</b>	To accommodate laboratories, faculty room, departmental space requirements etc.

*[Handwritten signature]*