



Indian-Non Judicial Stamp Haryana Government



Date : 09/05/2025

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Seller / First Party Detail

Name: Nbcc India Limited

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Gurgaon

District : Gurugram

State : Haryana

Phone: 99*****95



Buyer / Second Party Detail

Name : Central university Of haryana Mahender garh

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village: Mahender garh

District : Mahender garh

State : Haryana

Phone : 89*****54

Purpose : ARTICLE 5 GENERAL AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

AGREEMENT

This Agreement is made on this...^{14TH}.....day of May-2025, between the **Central University of Haryana, Mahendergarh** (hereinafter called the '**CUH**') and the terms '**CUH**' shall mean and include its heirs, successors, agents, administrators, executors and assigns on **ONE PART**.

AND

NBCC (India) Limited having its registered office at NBCC Bhawan, Lodhi Road, New Delhi - 110 003 (hereinafter called the '**PMC/ NBCC**') and the term '**PMC/ NBCC**' shall mean and include its heirs, administrators, executors and assigns on the **OTHER PART**.

Whereas, CUH vide Request for Proposal (RFP) No. CUH/RFP/34/2024 dated 13.12.2024 called bid for Project Management Consultancy Services for Planning, Design and Development of the infrastructural facilities and other related works in Campus of Central University at Mahendragarh, Haryana.

And whereas, NBCC submitted Bid No. 3138747 dated 02.01.2025 in response of the RFP called by CUH.

Whereas, the CUH called NBCC for negotiation meeting on 04.02.2025 and 13.03.2025.

The final negotiation meeting was held on 13.03.2025 between Vice-Chancellor of CUH and Chairman-cum-Managing Director NBCC along with Sr. Officials from both sides.

SKUMAN

कुल सचिव/Registrar
हरियाणा केंद्रीय विश्वविद्यालय
Central University of Haryana
महेन्द्रगढ़ हरियाणा-123029
Mahendergarh, Haryana-123029

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राजीव कुमार/RAJEEV KUMAR
महानिदेशक (इंजी.) / General Manager (Engg.)
एनबीसीसी (इंडिया) लिमिटेड NBCC (INDIA) LIMITED
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
SBG Office : Delhi Zone-II, NBCC Plaza,
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After detailed discussion, NBCC agreed to reduce quoted lumpsum PMC fees to **Rs. 8,66,71,200/- (Rs. Eight Crore Sixty Six Lakhs Seventy One Thousand Two Hundred only) excluding GST**, which is 4.40% of the project cost of Rs. 196.98 Cr.

Whereas, NBCC submitted confirmation of final negotiated price vide letter No. NBCC/BD/CUH/2025/73 dated 17.03.2025.

Whereas, CUH has agreed to award the works to NBCC as Project Management Consultant (PMC) after approval of 35th meeting of Building Committee held on 30.01.2025, 40th meeting of Finance Committee held on 27.02.2025 and 61st meeting of Executive Council held on 25.03.2025 and issued Letter of Award in this regard vide letter No. CUH/2025/Reg.Off./1720 dated 01.04.2025 for "Project Management Consultancy Services for Planning, Design and Development of the infrastructural facilities and other related works in Campus of Central University at Mahendergarh, Haryana" (hereinafter referred to as '**Project**') and whereas NBCC has agreed to undertake and complete the works on the terms and conditions set forth. The letter of acceptance vide letter No. NBCC/ED(BD)/CUH/LOA/2025/86 dated 03.04.2025 has been submitted by NBCC to CUH.

Whereas, in reference to the clause 4.5.4 of RFP, after issue of Letter of Award (LOA), CUH and NBCC shall enter into an Agreement.

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

1.0 DEFINITIONS.

In the Agreement, the following expression shall, unless the context otherwise requires, have the meaning, hereby respectively assigned to him

- 1.1 '**Fee**' means charges to be paid to NBCC for the services rendered by it.
- 1.2 '**DLP**' means Defect Liability Period- the warranty period beyond the actual date of completion of project.
- 1.3 '**O&M Services**' means the operation and maintenance of assets created under the project.
- 1.4 '**Estimated Project Cost**' means the project cost published in the RFP document which is equals to Rs. 196.98 Cr.
- 1.5 '**VC**' means Vice-Chancellor, Central University of Haryana.
- 1.6 '**Approval**' means approval in writing by the competent authority of the Owner.
- 1.7 '**Contractor**' means the contractor or contractors or suppliers or agencies employed by the NBCC for the work(s) as detailed herein, or any connected work/ services, including the NBCC itself in case any work is done directly by the NBCC.
- 1.8 '**CTE**' means Chief Technical Examiner.
- 1.9 '**CPWD**' shall mean Central Public Works Department.
- 1.10 '**CVC**' means Central Vigilance Commission, Government of India.


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- 1.11 'CAG' means Comptroller Auditor General, Government of India.
- 1.12 'HEFA' means Higher Education Financial Agency.
- 1.13 'PMC' means Project Management Consultant.
- 1.14 'MoE' means Ministry of Education.
- 1.15 'DSR' Delhi Schedule of Rates.
- 1.16 'EPC' Engineering Procurement Contract.
- 1.17 'UGC' University Grants Commission.
- 1.18 'BoQ' Bill of Quantities.
- 1.19 'CUH' Central University of Haryana.
- 1.20 'MoRS&T' means Ministry of Road, Surface & Transport.

2.0 TERMS AND CONDITIONS

PMC shall have site office at CUH, Mahendergarh, with adequate and appropriate manpower as required from time to time, right through the entire PMC Services- from site survey to completion of the Project including the DLP and O&M Services if entrusted to PMC. CUH may provide water and electricity for site office, but will charge cost for the same.

3.0 SCOPE OF SERVICES OF PMC

The broad scope of services of PMC includes, but not limited to

- i) Competitive selection of Architectural agencies for 'Development of the infrastructural facilities and other related works in Campus of Central University of Haryana at Mahendergarh, Haryana-123031'.
- ii) Obtaining required regulatory/ statutory approvals.
- iii) Preparations of detailed estimates on the basis of approved Architectural Drawings for submission to CUH for according Administrative Approval and Financial Sanction.
- iv) NBCC shall submit breakup of activities in detailed mentioned at **Annexure-'2'** for the purpose of monitoring by the CUH. The NBCC shall submit the same within two weeks from the date of signing of the agreement.
- v) Competitive Selection of construction agencies on EPC mode as per applicable rules & regulations.
- vi) Construction supervision.
- vii) Project Management Services.
- viii) To provide O&M Services on a selective basis, if CUH requires it to do so, for a period of 5 years beyond the Defect Liability Period (DLP).

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- ix) Identifying defects, if any and ensuring timely rectification of defects from the concerned contractors during the Defect Liability Period (DLP). Also ensuring the timely rectification of all the defects identified by CUH during Defect Liability Period.

The detailed scope of Services at various stages shall be as under:

3.1 Pre-Construction Stage:

- i) Conduct site survey and prepare contour plans, ascertaining requirements including Geotechnical investigation of the site and prepare concept designs for the buildings to be constructed and get the same approved from CUH.
- ii) Preparing detailed list of necessary regulations/ statutory approvals required and preparing the necessary documents & reports and timely submission of same to the competent authorities for approvals.
- iii) To assess whether the buildings proposed to be constructed falls within the Master Plan or some modification of Master Plan is required. If the modification of Master Plan is required, then accordingly, arranging approval of the revised Master Plan.

3.2 Preliminary Designs: Site Planning, Architectural Designs & other Engineering Services required under Project:

- i) PMC shall provide preliminary architectural design & preliminary structural design for the projects attached as **Annexure-'1'**.
- ii) Preliminary Design of exterior envelope including walls, openings, glazing, parapets, ramps, lifts etc.
- iii) Preliminary design of Interior Systems including finishing of floors, walls, washrooms, stairs & lifts etc.
- iv) Preliminary design of Services such as water supply, sewerage, storm-water drainage system, rain water harvesting etc.
- v) Planning for building automation, transportation systems including roads, footpaths & traffic control devices, parking facilities etc.
- vi) Conducting preliminary design for mechanical, electrical, electronic and HVAC and communication system design.
- vii) The various provisions taken in the Preliminary Estimates prepared by CUH at the time of sanction of the project for funding under HEFA will be duly considered by the PMC while preparing the aforesaid architectural & structural designs, interior systems, roads, parking, lifts and other required services.
- viii) Obtaining required approvals from all statutory bodies, e.g., Local Bodies, Fire Department, Environment Authority, Ground water board, electricity board, airport authority, Pollution Control Board, Forest Department, P.W.D (B&R) etc. Though the PMC will be responsible for obtaining all the necessary approvals, CUH will issue necessary officials requests/letters wherever required.


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All the plans shall have to be approved/accepted by CUH before submission for Statutory approvals. Necessary fees to be paid for obtaining approvals shall be reimbursed by the CUH on submission of original receipt and bills etc. by the PMC.

3.3 Selection/ Appointment of Architect:

- i) The PMC shall appoint a competent Architectural Consultant through an open competitive process to develop a complete design/plan for all the proposed buildings including all the services to make CUH a world class state of the art University.
- ii) The scope of services and eligibility criteria for selection of the Architectural Consultant shall be decided in consultation with CUH and after obtaining 'No Objection' from the CUH. For expediting the completion of the Project, CUH will prefer simultaneous execution of all the buildings.
- iii) Selection of the Architectural Consultant will be done through a competitive process consistent with the relevant norms and guidelines applicable in such selection. The preparation of bid documents, publishing notice, managing bid process, evaluation bids etc. shall be responsibility of the PMC. The CUH or its officer will be part of the evaluating process and 'No Objection' from CUH shall be taken before finally selecting the Architectural Consultant.
- iv) The PMC shall help the Architectural Consultant in developing the designs with inputs and guidelines from CUH and arrange modifications, if required, till the CUH is fully satisfied.
- v) The PMC will also arrange meetings between Architectural Consultant and CUH from time to time. CUH may at its discretion designate PMC as Member Secretary of the meetings. The minutes of such meetings will be subject to the approval of CUH.
- vi) Once the final design has been prepared by the Architectural Consultant and 'No Objection' accorded by the CUH, it will be the responsibility of the PMC to obtain the drawings and submit the same for mandatory sanctions and statutory approvals.

3.4 Engagement of specialists/Consultants for other services:

- i) Once the detailed structural calculations & drawings are ready, the proof checking of the same shall be got done from a technical institute of national repute such as IIT/NIT or equivalent. The fee for proof checking shall be borne by PMC.
- ii) The PMC in co-ordination with the Architectural consultant will engage the services of well-qualified specialists or consultants for design of following systems/ services, in case in-house competence is not available with PMC:

- a. Electrical (internal & external) services.
- b. Mechanical works such as ventilation systems, HVAC, lifts/escalators etc.
- c. Fire detection/protection system.
- d. Building Automation services.
- e. Security systems, Plumbing Services, Waste Management Services.

- f. Audio/Video systems, furniture design & planning etc.

The fee of the specialist or consultants for all the above services shall be borne by PMC.

3.5 Contingencies of the work:

The contingencies of the work shall be used by the CUH only for making payment of necessary fees to statutory authorities for required approvals and other miscellaneous payments.

3.6 Appointment of Contractors:

- i) The PMC in consultation with Architectural Consultant decide regarding optimal number of tender packages, required to be prepared for successful completion of the project without any cost/time overruns and will obtain 'No Objection' from CUH in this regard. The eligibility conditions for the tenders, especially for the building works, should be such as to attract reputed contractors besides ensuring fair competition. The CPWD Manual, CUH guidelines, MoE guidelines and HEFA conditions will be followed to engage contractors on EPC mode.
- ii) The PMC shall be responsible to prepare detailed bill of quantities, specifications and cost estimates and/or other such details/particulars as may be necessary to invite tenders beside complete tender documents with general and special conditions of contract specific to the work.
- iii) The detailed estimates based on latest CPWD DSR for the scheduled items and non-scheduled items based on market rates supported with analysis of rates as per CPWD norms will be prepared by the PMC. The PMC will preferably prepare the detailed estimate on the basis of Scheduled items as per latest CPWD DSR and will submit to CUH for according Administrative and Financial Sanction before floating tenders. After preparation of detailed estimates of the works and further Administrative and Expenditure sanction accorded by the CUH, the competent authority of the PMC shall accord Technical sanction for the estimates before inviting the bids with a copy to CUH.
- iv) The PMC will be fully responsible for the necessity and sufficiency of the estimated quantities and cost, estimated time for completion of work, the detailed nomenclature of items along with the specifications, General & Special Conditions of contract and overall correctness of the tender document before floating the tenders.
- v) PMC will be responsible for bid process management i.e. invitation of tenders, processing and evaluation of bids, preparation of comparative statements, justification of rates quoted by the bidders. However, before awarding any work the 'No Objection' of CUH shall be obtained.
- vi) To expedite the completion of the project, the PMC may propose to invite separate tenders for different buildings of Project. However, prior 'No Objection' of the CUH is must for inviting separate tenders for different buildings.


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3.7 During the execution of works:

- i) Vetting of all working drawings and details of proper execution of works during construction.
- ii) Check and approve shop drawings submitted by the contractors/ vendors.
- iii) Clarify and offer interpretation of all drawings/ specifications.
- iv) Keep a strict watch and control upon substituted/extra items. The final consequences of such deviations, if any, shall be the sole responsibility of the PMC & the PMC shall compensate CUH for such consequences.
- v) No extra item/substitute items/deviations shall be done by the PMC during the execution of the work which may cause cost over run without 'No Objection' from CUH.
- vi) Ensure that the time and cost overrun do not occur. Take required course correction wherever required and impose penalties for any deviation, failures or delays.
- vii) Issue certificate of final completion of work after 'No Objection' from CUH.

3.8 After completion of works:

- i) Prepare and submit completion reports and drawings of the works as required and obtaining "NOC/ Completion/ Occupancy Certificate" from the statutory/ competent authorities where required.
- ii) Obtain from the Consulting Architect the as-built drawings including all services minimum 2 sets besides digitized copies and supply the same to CUH for record.
- iii) Supply 2 sets besides digitized copies of structural design & drawings including calculations of all buildings to CUH for record.
- iv) Provide all the drawings in proper electronic format for use in future for any modifications or interior design. In addition, wherever possible, provide drawings in PDF format. All drawings and documents in electronic format will be provided on a CD/DVD/Pen drive.
- v) Prepare maintenance manual and methodology as well as preventive maintenance schedule for buildings and all services/facilities.
- vi) Prepare Standard Measurements Books (SMBs) for annual maintenance and repair of buildings.

3.9 During Defect Liability Period (DLP):

- i) Inspect the completed works at regular interval and identify defects, if any, and ensure timely rectification of defects from the concerned contractors.
- ii) Ensure timely rectification of all the defects identified by CUH.

3.10 Quality Control of Works:

- i) The PMC shall check the quality of materials and workmanship with the specifications laid down in the contracts of different works.


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- ii) Ensure compliance to design and specifications during execution of works.
- iii) Ensure proper documentation of all quality control tests and procedures implemented.
- iv) Ensure the rectification of all the defects pointed out by CUH.
- v) Ensure timely conduct of all critical tests and conduct inspection (both on site and off site) to ensure quality of works as per laid down requirements/ CPWD specifications/ CPWD Quality Control Manual/BIS standards.
- vi) Ensure that the testing of materials is got done from the approved labs only.

4.0 PROCEDURE, GUIDELINES AND SPECIFICATIONS TO BE ADOPTED FOR EXECUTION OF WORKS:

The PMC will follow the procedures and guidelines as specified in the latest CPWD Manual of Works (amended up to date) and CPWD Specifications & relevant BIS Codes (in case there are no CPWD specifications for an item) for execution of all works. For road work MORS&T Specification will be followed. In addition the Manual of CUH and conditions imposed by HEFA/ MoE/UGC shall be followed if these are different from CPWD Manual or Specifications.

5.0 TIME SCHEDULE:

The total time period from the date of start of PMC services till the completion of the full project shall be 24 months for planning, designing & development/ execution and 36 months of defect liability period. The date of start of PMC services will be date of issue of letter of award No. CUH/2025/Reg.Off./1720 dated 01.04.2025 by CUH to the PMC. The timelines for different stages of the consultancy shall be as table mentioned under Clause 3.2 of Agreement.

6.0 RESPONSIBILITY FOR DELAY:

Any delay on schedule in achieving completion of different stages as specified in 'Annexure- '2' and completion of different buildings and full completion of the project other than the delay purely attributable to CUH will be attributed to PMC irrespective of the source of delay. In case of such delay, compensation, as specified in **Clause 9.0 of the agreement**, will be levied by CUH.

7.0 SECURITY DEPOSIT (SD):

In addition to the Performance Bank Guarantee (PBG) required to be submitted at the time of signing of the Agreement as mentioned in Clause 4.5.5 of the RFP, an amount equivalent to 5% of the total fees payable to PMC shall be deducted proportionately from each bill towards Security Deposit for fulfilling the terms of conduct faithfully and honestly. The 50% of the Security Deposit will be refunded after issue of Completion Certificate. The remaining 50% will be refunded after the Defect Liability Period (DLP) is over and all the defects are got rectified to the satisfaction of CUH. The PBG will be retained till the completion of the DLP. No interest shall be paid on EMD, BG and SD.

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8.0 EXTENSION OF TIME (EOT):

EoT may be granted by CUH if reasonable and sufficient grounds as per assessment of the CUH exists for the delay by PMC in fulfilling their obligations. No financial claims of the PMC shall be entertained by CUH attributable to such extension except the EoT if agreed. The EoT, if granted, will also be without prejudice to the right of the CUH to levy compensation on the PMC for the delay.

9.0 COMPENSATION FOR DELAY:

The time allowed for completing the project as specified shall be strictly observed by the PMC and shall be the essence of the contract. The work shall throughout the stipulated period of the contract be processed with due diligence and in event of failure of PMC to get the work completed within agreed time schedule, the PMC shall pay a compensation of 0.25% per week subject to maximum of 10% of the total fee payable to the PMC. The decision of the Vice-Chancellor, CUH or any other authority authorized by the Vice-Chancellor, CUH to levy compensation for delay and the amount of compensation levied shall be final and binding and shall be completely excluded from preview of conciliation or judicial review. The amount of compensation may be adjusted against any sum payable to the PMC under this contract.

10.0 COMPENSATION FOR COST OVERRUN:

Any cost overrun over the approved project cost other than the cost overrun accepted by CUH as due to genuine reasons as per its assessment will be attributed to the PMC irrespective of the source of the overrun. In case of such cost overrun, a compensation @0.5% of the fee payable to the PMC for every 1% cost overrun on the approved project cost (after accounting for the exceptions, if any), subject to maximum of 10% of the total fee, will be levied. Further, in cases of cost overrun, the amount of cost overrun, no matter whether it is exempted or excess, will not be included in the approved project cost while calculating the fee payable to the PMC. The decision about the % age of such compensation to be levied (subject to the maximum specified) shall be the sole discretion of the VC, CUH or any other authority authorized by VC, CUH and shall be final and binding and completely excluded from preview of conciliation or judicial review.

11.0 ACTION IN CASE OF FAILURE TO GET THE DEFECTS RECTIFIED DURING THE DEFECT LIABILITY PERIOD (DLP):

- 11.1 The PMC shall be solely responsible for getting the defects rectified from the concerned contractors during the Defect Liability Period.
- 11.2 In the event of failure of the PMC to get the defects rectified in time, the CUH will be entitled to take any/all the following actions:



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- i) To forfeit the remaining 50% of the Security Deposit of the PMC which was to be refunded after DLP is over.
- ii) To get the Performance Bank Guarantee (PBG) encashed and forfeit the amount.
- iii) To get the defects removed at the risk & cost of PMC and recover the expenditure from available Security Deposit/PBG or any sum payable to PMC under the Contract.
- iv) To debar the PMC for future consultancy work in CUH.
- v) The decision of the Vice-Chancellor, CUH or any other authority authorized by VC, CUH for any or all the aforesaid actions against PMC shall be final and binding and shall be completely excluded from preview of conciliation or judicial review.

12.0 RESPONSIBILITY OF THE PMC WITH REGARD TO OBSERVATIONS OF CTE/ CVC/ CAG/ HEFA/ MoE/ UGC:

PMC will be responsible for observations of CTE/CVC/CAG/HEFA/MoE/UGC etc., if any, and will prepare the reply of all the observations within the stipulated time and will submit to CUH. PMC will be solely responsible for getting all the observations of the aforesaid statutory authorities settled on behalf of CUH.

13.0 RIGHT OF CUH AND/OR ITS REPRESENTATIVE TO SUPERVISE/ INSPECT THE WORK OF PMC:

The CUH and/ or its authorized representative shall have the right to supervise/ inspect the work of PMC and/or its sub-consultants at any time. CUH will also be at liberty to examine/check the estimates/designs and demand any changes as per CUH's assessment. However, the supervision/inspection by the CUH's own Engineering Staff shall not absolve the PMC or its representatives from full accountability for services entrusted to PMC as specified in the RFP or any other subsequent document including the Agreement for PMC services till the completion of defect liability period and also till settlement of legal disputes, if any and closure of all queries of CTE/CVC/CAG/HEFA/MoE/UGC/PAC etc.

14.0 FEES FOR THE PMC SERVICES:

- 14.1 Lump sum amount of Rs. 8,66,71,200/- excluding GST (Rupees Eight Crore Sixty Six Lakhs Seventy One Thousand Two Hundred only, excluding GST) towards fee for PMC services to complete the six numbers of the projects as per Clause-1.3 of RFP.
- 14.2 The above Lump sum amount of fee quoted by the PMC towards its services shall be re-adjusted based upon the 'Approved Project Cost' i.e. the amount for which Administrative & Financial Sanction has been accorded by CUH. The re-adjustment shall be done as under:

$$\text{Readjusted Lump sum F} = \text{Quoted Lump sum Fee} \times \frac{\text{Approved Project Cost}}{\text{Estimated Project Cost}}$$

(The Estimated Project Cost is Rs. 196.98 Cr.)


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राजीव कुमार/RAJEEV KUMAR
 महा प्रबन्धक (इंजी.) / General Manager (Engg.)
 एनबीसीसी (इंडिया) लि./NBCC (INDIA) LIMITED
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- 14.3 The above calculated re-adjusted Lump sum fee shall be ceiling amount payable to PMC for its services even if the actual project cost increases at the time of completion due to various reasons except the additional works ordered and approved by the CUH.
- 14.4 In case the actual project cost decreases after completion of the Project due to competitive rates quoted by the contractors or due to decreases in scope of work, then the fee for PMC Services shall be reduced in proportion to the actual project cost.
- 14.5 The GST or any other statutory tax payable on PMC services shall reimbursed as per actual.
- 14.6 The fees shall include cost of all the operations, personnel, office expenses, insurances, incidentals, overheads, travel expenses, hotel expenses, architectural consultants/sub-consultant's fee/charges, T&P, Stationery etc. involved for completion of project.
- 14.7 The fee shall also be deemed to include the cost of necessary subordinate staff deployed for the project and any other expenditure which the PMC may incur in the course of carrying out PMC services. The PMC shall not be entitled to any additional/extra payment over and above the fees herein stipulated, on the ground that the project completion has been delayed, except delays attributable to the CUH.
- 14.8 All necessary deductions as per laws of local bodies/Govt. of Haryana/ Central Govt. shall be effected from the bills payable to the PMC.
- 14.9 The fees proportionately payable to PMC shall be payable in stages as given below:

Sr. No.	Stage	% of the total fees payable
1	On signing of Agreement (against a Bank Guarantee as mobilization advance)*	4% of the quoted LS fee
2	On completion of services related to Pre- construction stage	4% of the quoted LS fee
3	On completion of Preliminary Design services	4% of the quoted LS fee
4	On Selection/ Appointment of Architect and engagement of specialist/ consultants for other services (if required)	4% of the quoted LS fee
5	On appointment of Contractors	4% of the fee based on total tendered cost with adjustment of excess amount, if any, already paid up to stage 4 above.
6	During execution based on 10 milestones, pro rata basis on tendered cost	60% of fees based on tendered cost
7	Upon completion of project	15% of fees based on actual cost of completion with adjustment for excess amount, if any, up to stage 6
8	After completion of defect liability period	5% of fees based on actual cost of completion

*The bank guarantee in the scheduled/ commercial bank for mobilization advance will be returned after the appointment of Contractors.

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15.0 RELEASE OF FUNDS TO PMC FOR PAYMENT TO CONTRACTORS FOR EXECUTION OF VARIOUS WORKS:

Initially an amount equal to 5% of the 'Approved Project Cost' will be deposited to PMC on appointment of L-1 Contractors for the smooth execution of the works. The PMC will pay the bills of the contractors from the aforesaid 5% deposited amount and thereafter will raise the demand of funds to CUH in advance on the basis of the actual expenditure incurred. The reimbursement on the basis of actual expenditure will be made to PMC by CUH on submission of Utilization Certificates by the PMC in the desired format by the CUH/HEFA.

Any delay in making the payment to PMC on submission of Utilization Certificate beyond Fifteen working days will be considered while granting time extension.

Funds released by funding agency to PMC for the Project shall be credited to a separate bank account in a scheduled Bank. Bank details shall be submitted by the PMC to CUH after signing of this agreement.

Any interest accrued on deposits in this account will be treated as part of the funds to be provided by CUH and the same shall be utilized for the project. NBCC shall make all Project related payments from this account only.

16.0 RIGHT TO LIMIT THE SCOPE OF THE SERVICES:

CUH reserves the right to restrict the scope of services of the PMC to the full or part or parts of the project. No financial claim on account of restriction of scope of services of PMC shall be entertained at a later date.

17.0 TERMINATION OF CONTRACT:

17.1 Either party may terminate the contract in the following situation with a 3 months' notice in writing:

- i) Performance of PMC is not satisfactory in respect of quality/ quantity and timely completion of work.
- ii) Sufficient funds are not available with CUH.
- iii) On Administrative grounds.

17.2 In the event of termination of services of PMC due unsatisfactory performance, the PMC will not be entitled to claim any compensation on account of reduction in scope of work or for the period of contract not completed. However, the CUH will reserve the right to levy appropriate compensation on the PMC for the losses incurred by the CUH on account of unsatisfactory services of the PMC or due to disruption or delay in completion of project.


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18.0 STAFF TO BE DEPLOYED AT SITE:

- 18.1 Suitably qualified & experienced staff shall be deployed at site for execution of works. The minimum number of staff to be deployed and their qualification/experience shall be as per 'Annexure-3' of agreement.
- 18.2 The PMC will be at liberty to increase the staff at site as per its own assessment. However, the minimum staff will be as per Clause- 18.1 of agreement. If deployed staff is required be replaced due to some reasons, the same will be done after 'No Objection' from CUH. The substituted staff shall have the same minimum qualification/ experience as that of replaced staff.
- 18.3 CUH shall have full liberty to ask the PMC to remove any official deployed at site without assigning any reason.

19.0 INDEMNITY:

- 19.1 The PMC shall indemnify and hold CUH and each of its representative and employees against and from any claims, demands or costs arising from the acts, neglect or omission of PMC, its representatives or employees including those causing death, injury or damage to property of any individual or party.
- 19.2 The PMC shall also indemnify and hold harmless the CUH and each of its representative and employees against and from any claims, demands, damages or costs arising from or at the instance of the staff, employees or workmen of contractors involved in the project including the PMC architect including under the Workmen's Compensation Act or any other Statutory provisions.

20.0 FORCE MAJEURE:

- 20.1 PMC shall not be considered in default if delay in completion of work occurs due force majeure conditions like natural calamities, civil disturbances, war, fire, floods, riots and strike etc.
- 20.2 The PMC shall notify the CUH in writing within (07) seven days from the date of occurrence. In the event of delay due to such causes, the completion schedule will be extended for a period equal to the period of force majeure.

21.0 DISPUTE RESOLUTION:

- 21.1 In case of any dispute/ difference between CUH and the PMC arising out of or in any way concerning this project in respect of any matter, both parties shall sincerely attempt to resolve any disputes amicably, if it cannot be settled mutually, the dispute shall be referred to a Dispute Resolution Committee (DRC) wherein one member of the DRC will be appointed by the PMC and second member will be appointed by the CUH. The Chairman of the DRC will be appointed by the Vice-Chancellor, CUH. The DRC shall include the members having experience with the type of construction and services involved in the contract and with the interpretation of the contractual documents.

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21.2 The fees if any to be charged by the DRC will be paid by the PMC and CUH in equal proportion.

21.3 The decision of the DRC shall be final & binding on both the parties.

21.4 In case any of the parties is not satisfied with the decision of the DRC, in that case, the party may approach appropriate court of law having competent jurisdiction at Mahendergarh.

22.0 Monitoring of progress of projects:

- i. The monitoring of the progress of the works shall be done by a committee of CUH constituted by the Vice-Chancellor. The meetings of the Monitoring committee shall be held every month. The meeting of the committee shall be attended by the SBG Head, NBCC along with concerned officers.
- ii. Overall coordination: Both NBCC and CUH shall nominate one of their senior officers for overall co-ordination on day to day basis.

23.0 The following documents shall form the part of this Agreement:

- i) Request for Proposal (RFP) No. CUH/RFP/34/2024 dated 13.12.2024 (**Annexure-'4'**).
- ii) Minutes and resolutions/clarifications of pre bid meeting dated 19.12.2024 (**Annexure-'5'**).
- iii) Negotiation letters of NBCC dated 10.02.2025 and dated 17.03.2025 (**Annexure-'6'**).
- iv) Letter of Award (LoA) dated 01.04.2025 (**Annexure-'7'**).
- v) Letter of Acceptance of NBCC dated 03.04.2025 (**Annexure-'8'**).
- vi) Presentation copy submitted by NBCC dated 09.01.2025 (**Annexure-'9'**).
- vii) Financial bid submitted by NBCC on CPP portal dated 02.01.2025 (**Annexure-'10'**).
- viii) Letter of Transmittal submitted by NBCC dated 02.01.2025 (**Annexure-'11'**).
- ix) Projects sanction letter no. SAN/CUH/766/2024-25 Dated: 31/12/2024 by HEFA (**Annexure-'12'**).

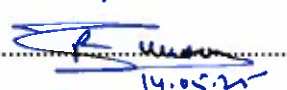
24.0 JURISDICTION

This Agreement is subject to the jurisdiction of Courts of Mahendergarh only.

Signed at...MAHENDERGARH...on this day as mentioned above.

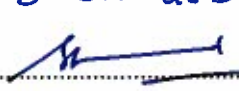

14/05/2025
For and on behalf of CUH
कुल सचिव/Registrar
हरियाणा केंद्रीय विश्वविद्यालय
Central University of Haryana
महेन्दगढ़ हरियाणा-123029
Mahendergarh, Haryana-123029

WITNESS: 
1. KUMAR GAURAV
EXECUTIVE ENGINEER
(CUH)

2. 
14.05.25
Dr. Ron Bir Singh
Assistant Prof. / OSD to VC

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एनबीसी कार्पोरेशन/AGC (India) Enterprise)
For and on behalf of NBCC
SBG Office: Delhi, Zonal Office: Gurgaon, Plaza,
P.O. Box-110017

WITNESS:
1. B. Prathapasha
B. Prathapasha, SPE (Civil).

2. 
SALEEM AHMAD
DIRECTOR (P)

Annexure-'1'

Project details

Sr. No.	Project	Area (Sqm.)	Estimated cost (Rs. in Crores)	Time period for completion (in months)	Stipulated date of start of project	Stipulated date of completion of project
1	Construction of School of Engineering & Technology Block at CUH	14000	77.06	24	01.04.2025	31.03.2027
2	Construction of 16 Nos. of Lecture Halls, behind the existing Academic Block-1 at CUH	1636	6.64	12	01.04.2025	31.03.2026
3	Construction of Central Instrumentation Centre at CUH	2600	14.59	18	01.04.2025	30.09.2026
4	Construction of 02 Nos. Girls' Hostel Blocks for 630 Nos. students at CUH	15660	58.96	24	01.04.2025	31.03.2027
5	Construction of Multi-purpose hall at Central University of Haryana	4000	16.56	18	01.04.2025	30.09.2026
6	Construction of University Computer Centre Building	2800	23.17	18	01.04.2025	30.09.2026
	Total	40696	196.98			



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Annexure-'2'

Timeline for various stages of Project

Sr. No.	Stage	Time/Duration in months	Remarks
1	Pre-Construction stage	01	
2	Preliminary Design	01	
3	Selection/Appointment of Architect along with engagement of specialists/consultants for other services	01	This activity can start simultaneously with Pre-construction stage & Preliminary Design
4	Preparation & finalization of Architectural Designs & Drawings by appointed Architect	02	
5	Appointment of Contractors	01	
6	Execution of works	18	
	Total	24 months	From the issue of LoA

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Annexure-'3'

Minimum Staff to be deployed at site

Sr. No.	Position	Qualification	Experience	Minimum number
1	Team Leader (Not below the rank of Executive Engineer in CPWD)	Degree in Civil Engineering	20 years	1
2	Site Engineers (Not below the rank of Assistant Engineer in CPWD)			
(i)	Civil	Degree in Civil Engineering	10 years	1
(ii)	Electrical	Degree in Civil Engineering	10 years	1
3	Junior Engineer/Construction Supervisors	Diploma in Civil/Electrical	8 years	
(i)	Civil	Diploma in Civil Engineering	8 years	2
(ii)	Electrical/Mechanical	Diploma in Electrical/Mechanical Engineering	8 years	1

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