



लोक निर्माण विभाग
Public Work Department

कार्यालय अपर महानिदेशक (परियोजनाएं)
लो0नि0वि0 (दिल्ली सरकार)
नौवां तल, एम.एस.ओ. भवन,
आई.पी. एस्टेट, नई दिल्ली-110 002
दूरभाष-23319795, 23317728



O/o Additional Director General (Projects)
PWD, 9th Floor, MSO Building
I.P. Estate, New Delhi – 110 002
Ph.: 23319795, 23317728
e-mail: adgprojectspwddelhi@gmail.com

No. 23(2)/ADG(P)/PWD/2025/ 2290

Dated: 10/09/2025

To,

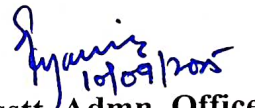
The Asst. Administration Officer,
O/o E-in-C, PWD (GNCTD)
12th Floor, MSO Building,
I.P. Estate, New Delhi.

Sub: Memorandum of understanding between DTU, Bawana and CE(J&P), PWD for "C/o works for various projects and future works(s)" signed on 08.09.2025.

Sir,

I am hereby submitting memorandum of understanding between DTU, Bawana and CE(J&P), PWD for "C/o works for various projects and future works(s)" signed on 08.09.2025 for your kind perusal and necessary action. Kindly arrange to upload the same on the official PWD website under the appropriate section.

This issues with the approval of A.D.G. (Projects)


Asstt. Admn. Officer
O/o A.D.G. (Proj.)

Copy to: -

- Guard File.

प्रमुख अभियन्ता

आवृत्ति सं. 8692

दिनांक

प्रमुख अभियन्ता

निदेशक (कार्मिक)

निदेशक (अनु.)

निदेशक (कार्य)

उप सतर्कता अधिकारी

उप निदेशक (कार्य/कार्मिक/अनु./जन सूचना)



कार्यालय परियोजना प्रबंधक
उच्च शिक्षा परियोजनाएँ, लोक निर्माण विभाग (दिल्ली सरकार)
लाला लाजपत राय मार्ग, लाजपत नगर-4,
नियर केन्द्रीय विद्यालय एंड्रयूज गंज, नई दिल्ली-110024

By Email



011-71860572

E-Mail : pmpwddelhihiigheredu@gmail.com

011-71860473

पत्र सं.: 23(63)/परि0प्रबं0(उ0शि0परि0)/लो.नि.वि./2025-26/1599 दिनांक: 10/09/2025

सेवा में,

✓ रजिस्ट्रार,
दिल्ली प्रौद्योगिकीय विश्वविद्यालय,
शाहबाद दौलतपुर, मेन बवाना रोड,
दिल्ली - 110042.

विषय: Memorandum of understanding between DTU, Bawana and CE(J&P), PWD for
"C/o works for various projects and future work(s)" signed on 08.09.2025.

Please find enclosed herewith copy of above-mentioned MoU duly signed between
DTU and PWD on 08.09.2025.

It is also requested to follow latest instructions of Finance Department, GNCTD
issued vide no.20/08/2019-AC/50-600 dated 01.04.2025 (copy enclosed) "No work can be
taken up without adequate provision for budget". Hence, it is requested that sanction may
please be issued only after budget provision is provided with the University because
issuing sanction and awarding works without adequate budget provisioning creates liability
and may lead to contractual claims for damages.

This is for your kind information & further necessary action please.

संलग्न: उपरोक्तानुसार।

12-9
(इंजी० राजन मोघा)
परियोजना प्रबंधक

प्रतिलिपि सूचनार्थ प्रेषित :-

1. कुलपति, दिल्ली प्रौद्योगिकीय विश्वविद्यालय, शाहबाद दौलतपुर, मेन बवाना रोड, दिल्ली.
2. प्रमुख अभियंता, लो०नि०वि०, दिल्ली सरकार, 12वां तल, बहुमंजिला भवन, नई दिल्ली।
3. प्रधान मुख्य अभियंता, लो०नि०वि०, दिल्ली सरकार, 9वां तल, बहुमंजिला भवन, नई दिल्ली।
4. मुख्य अभियंता (न्याय एवं परि०), लो०नि०वि०, दिल्ली सरकार, 13वां तल, बहुमंजिला भवन, नई दिल्ली।
5. कार्यपालक अभियंता, शि०परि०मं०-4, लो०नि०वि०, प्रथम तल, विकास भवन-2, सिविल लाईन्स, दिल्ली
को आवश्यक कार्यवाही हेतु।
- 6-9. कार्यपालक अभियंता, शि०परि०मं०-1,2,3 व कार्यपालक अभियंता (वै०), उ०शि०वै०मं०, लो०नि०वि०, को
सूचनार्थ।
10. गार्ड फाइल।
11. PWD website

परियोजना प्रबंधक



MEMORANDUM OF UNDERSTANDING

Between
DELHI TECHNOLOGICAL UNIVERSITY, SHAHBAD DAULATPUR, MAIN BAWANA
ROAD, DELHI-110042

and
CHIEF ENGINEER, JUDICIARY & PROJECT ZONE HAVING ITS OFFICE AT 13TH
FLOOR, MSO BUILDING, I.P. ESTATE, NEW DELHI

For
"Construction works for various projects and future work(s).

This Memorandum of Understanding, hereinafter called MoU, signed on 08.09.2025 between "**Delhi Technological University, Shahbad Daulatpur, Main Bawana Road, Delhi-110042**", represented by Prof. Narendra Kumar, Registrar, Delhi Technological University, Shahbad Daulatpur, Main Bawana Road, Delhi-110042, hereinafter referred to as the FIRST party OR DTU, Delhi and "**Public Works Department, Govt. of NCT of Delhi**", represented by Er. Rajan Mogha, Project Manager (Higher Education Projects), PWD hereinafter referred to as the SECOND party OR PWD, Delhi.

Whereas "**Delhi Technological University, Shahbad Daulatpur, Main Bawana Road, Delhi-110042**" intends to collaborate with **Public Works Department, Govt. of NCT of Delhi** for availing its capabilities for Construction works for various projects and future work(s)", hereinafter referred to as work, and whereas PWD has agreed to undertake the execution of work(s) mentioned above as well as all the future projects on deposit basis.

This MoU is valid initially for a period of 5 years and thereafter extendable on yearly basis with mutual consent

Now, therefore, the parties to the MoU agree for the following: -

(A) RESPONSIBILITIES OF PWD, GOVT. NCT OF DELHI: -

1. PWD shall execute the work (s) from concept to completion as per scope of work given by the "DTU, Delhi" and complete it within a period mutually agreed between the parties.
2. PWD shall be responsible for the structural stability (If applicable), supervision, quality, and aesthetics of the buildings.
3. Where so required, PWD shall submit an enabling estimate to "DTU, Delhi," for preparation of site plan, soil investigation report (if applicable), engagement of consultant(s) and miscellaneous expenditure. "DTU, Delhi," shall convey administrative approval and expenditure sanction (hereinafter referred to as A/A &

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E/S for the sake of brevity), and deposit the estimated amount (seed amount) with PWD along with sanction.

4. Based on the requirements and scope of work given by "DTU, Delhi", PWD shall submit preliminary drawings scheme to "DTU, Delhi" for approval.
5. Based on approved preliminary drawings scheme, PWD shall submit preliminary estimate of the work(s) to "DTU, Delhi". The preliminary estimate shall incorporate the enabling estimate approved earlier.
6. If applicable, PWD shall obtain the necessary statutory approvals and clearances from the local bodies on behalf of "DTU, Delhi". However, these local bodies are independent organizations and PWD has no control over them. These local bodies take their own time for approving the plans. The time required to get such approval is not included in the time of construction indicated in the estimate. Although PWD 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.
7. PWD shall submit working architectural drawings and detailed Project Plan for completion of work as per approved preliminary drawings and preliminary estimate for the approval of "DTU, Delhi".
8. PWD shall prepare all architectural and structural drawings, bill of quantities, specifications, tender documents for execution of work.
9. If applicable, PWD will take responsibility for demolition or disposal of existing buildings and structures.
10. PWD has no funds of its own for investing in the work. "DTU, Delhi," should, therefore, ensure that adequate funds are available with PWD for executing the work. In case "DTU, Delhi" fails to provide funds as per requirements, it may be necessary for PWD to suspend/abandon or foreclose the work. In such eventuality, the "DTU, Delhi" shall be solely responsible for all consequences arising out of such stoppage/abandonment of work i/c claims of contractors for compensation / damages.
11. PWD shall complete the work within the period mentioned in the approved preliminary estimate. The completion time shall clearly be mentioned in the detailed Project Plan which will be submitted by PWD and approved by "DTU, Delhi". In case there are any changes in the Project Plan due to any reason or due to factors beyond the control of PWD, the revised Project Plan shall be shared by PWD.
12. PWD does not bind itself to complete the work within the estimated cost. PWD shall submit revised preliminary estimate with full justification to "DTU, Delhi," if the actual expenditure on the work exceeds by more than 10% of A/A&E/S amount.

13. Any compensation levied by PWD on the contractor for delayed completion of work shall be credited to the accounts of "DTU, Delhi".
14. PWD shall finalize accounts, and intimate the final cost of the work to "DTU, Delhi," within 6 months of completion of work.
15. PWD shall return the balance amount to "DTU, Delhi," within 6 months of completion of the work if the amount deposited by "DTU, Delhi" is more than the actual expenditure on the work.
16. The date of completion shall be considered when PWD has physically recorded the completion certificate. Thereafter, PWD shall hand over the completed buildings to "DTU, Delhi" along with a set of completion drawings, service plans, and completion certificate, statutory clearances etc.
17. The defect liability period shall be 12 months from the date of completion for works costing more than Rs. 10 lakhs as per PWD General Conditions of Contract for PWD Works.
18. PWD shall reply to and comply with the observations pertaining to work by Chief Technical Examiner, Auditor General, Internal Audit of the Ministry of Urban Development, and other statutory authorities.
19. Any dispute arising out of the operation of the contracts for the subject works will be subject to arbitration as provided for in the contract agreement. PWD will defend the arbitration proceedings as best it can and get the Arbitrator's award examined by the PWD Authority. The decision of the Competent Authority in PWD to accept the award or to challenge the same in a Court of Law will be binding on the "DTU, Delhi".
20. PWD shall comply with provisions of all the CPWD manual applicable to construction activities, and "DTU, Delhi" shall have no liability in this regard.
21. PWD shall not deviate from the approved scope of work and PE without the prior approval of the competent authority from the "DTU, Delhi".
22. No interest is payable by PWD on the funds provided by the "DTU, Delhi".



(B) RESPONSIBILITIES OF DELHI TECHNOLOGICAL UNIVERSITY, SHAHBAD DAULATPUR, MAIN BAWANA ROAD, DELHI-110042

1. "Delhi Technological University, Shahbad Daulatpur, Main Bawana Road, Delhi-110042" shall pay departmental charges as applicable to PWD.
2. If applicable, "DTU, Delhi" shall accord A/A & E/S to the enabling estimate and release deposit (seed amount) 10% of A/A & E/S of the estimated amount for preparation of site plan, soil investigation, engagement of consultants & miscellaneous expenditure to PWD.
3. "DTU, Delhi," shall provide scope of work and requirements to PWD for preparation of preliminary drawings of the work; and accord approval of the preliminary drawings.
4. "DTU, Delhi," shall hand over vacant possession of land/site and ownership documents to PWD if so required.
5. If applicable, "DTU, Delhi" shall provide necessary assistance i.e. providing ownership papers, vacant peaceful possession to enable PWD to obtain statutory approvals and clearances from the local bodies and other agencies concerned.
6. "DTU, Delhi" shall approve working architectural drawings and detailed Project Plan for completion of work as submitted by PWD.
7. The Realization of Deposits shall be as follows:
 - a) **For Works above Rs. 25 Crore:** The "DTU, Delhi," will convey the initial deposit @10% of the A/A & E/S amount of the work within 2 weeks of issuing the A/A & E/S. Out of this deposit, 2.5% shall be retained by PWD for adjustment against last portion of the expenditure. Thereafter, the additional deposit of 10% of the A/A & E/S will be deposited within 2 weeks of award of work. The balance amount shall be deposited in installments by "DTU, Delhi" within 15 days of the requirement and statement of expenditure in Form 65 – A submitted by the PWD.
 - b) **For works upto 25 Crore:** The "DTU, Delhi," will convey the initial deposit @50% of the A/A & E/S amount of the work. The balance 50% amount shall be deposited by the "DTU, Delhi," as 2nd and final installment within 15 days of the requirement and statement of expenditure in Form 65 – A submitted by the PWD.
 - c) The initial deposit will be 100% of the A/A & E/S amount of the work having completion period up to 6 months irrespective of (a) & (b) above.

Liability with respect to delayed release of payments to the PWD contractor shall wholly lie with PWD. This is however, subject to the availability of funds with PWD.

9. Funds for making payments of all amounts which may be decreed by a Court of Law, Tribunal or by award of an Arbitrator in relation to the work will be made available by the "DTU, Delhi" promptly irrespective of it not being a party before the Court, Tribunal or Arbitrator. Such payments will be in addition to the payments made to the contractors for execution of work.
10. DTU, Delhi shall accord approval for time and cost overrun where reasons and justifications are given by PWD, and provide additional funds to complete the work. "DTU, Delhi" shall accord revised A/A & E/S to the revised preliminary estimate if the actual expenditure on the work exceeds by more than 10% of the A/A & E/S amount provided that no up-gradation/ modification/ alteration shall be done without prior approval authority granting A/A & E/S.
11. DTU, Delhi shall enlarge the time and cost originally stipulated if it becomes necessary to make changes in the approved drawings.
12. DTU, Delhi shall allow PWD or its contractors engaged for execution of work to erect a site office, store yard, labour huts, and ground water extraction facility temporarily near the place of construction, free of cost. PWD shall remove such structures on completion of work.
13. DTU, Delhi shall provide security clearance and access to contractor's materials and labor to the site of work; and electricity connection on payment of usual charges.

(C) REDRESSAL OF DISPUTES: -

All disputes are subject to the jurisdiction of Courts in Delhi. "DTU, Delhi" and PWD shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues/ disagreements / disputes in connection with the contract, the same shall be settled under jurisdiction of Delhi Courts only.

(D) TERMINATION OF MOU: -

1. This MOU shall be valid up to handing over of buildings for current as well as upcoming projects or settlement of accounts between the parties hereto, whichever is later.
2. Either party may terminate this MoU after a notice of two months. If "DTU, Delhi" decides to terminate this MoU or abandon the work; it shall pay to PWD the entire expenditure incurred on the work. If the MoU is terminated by PWD, no compensation shall be payable to "DTU, Delhi", but the accounts shall be settled by PWD and refund balance deposit, if any, after incurred all the liability.

(E) AMENDMENTS: -

The terms and conditions of this MoU may be amended or modified by mutual consent of both the parties.

IN WITNESS WHEREOF, the parties signify this MoU by the signatures of their duly authorized representatives.

For & on behalf of DTU

Signature



Prof. Narendra Kumar

Registrar (DTU)

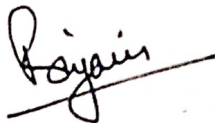
For and on behalf of

Delhi Technological University.

Office Address: - DTU, Shahbad Daulatpur,
Main Bawana Road, Delhi - 110042

Registrar
Delhi Technological University
(Formerly Delhi College of Engineering)
Shahbad Daulatpur, Bawana Road,
Delhi-110042

Witness



Signature

Name

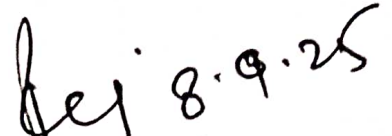
Er. BIMAL JAIN
Executive Engineer (Civil)
Delhi Technological University
Shahbad Daulatpur, Bawana Road,
Delhi-110042

Designation

Date:

For & on behalf of PWD

Signature



Er. Rajan Mogha

Project Manager

(Higher Education Projects)

For and on behalf of PWD Govt.

NCT of Delhi.

Office Address: - PWD, Lala Lajpat Ra
Marg, Lajpat Nagar IV, New Delhi-

परियोजना प्रबंधक
उच्च शिक्षा परियोजनाएँ, लो० नि० वि०
लाला लाजपत राय मार्ग,
(नजदीक के० वि० एंझयूज गंज),
लाजपत नगर-4, नई दिल्ली-110024

Witness

Signature



Name Krishna Kumar

Designation J.E (Civil)

Place: New Delhi

670(E) GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI
 09/04/2019 FINANCE DEPARTMENT (POLICY DIVISION)
 LEVEL, A-WING, DELHI SECRETARIAT, I.P. ESTATE, NEW DELHI

No.F.20/08/2019-AC/501-600

Dated : 01-04-2020

OFFICE MEMORANDUM

Finance Department vide Office Memorandum No.F.20/08/2019-AC/js(ina/2575-2674 dated 07.08.2019 has conveyed approval of Hon'ble Lt. Governor of Delhi regarding enhancement and delegation of financial powers to the Head of Departments (HoDs) and Administrative Department/Secretaries of the Government of NCT of Delhi.

2. As per Para 2 of the said OM dated 07.08.2019, all the enhanced financial powers will be exercised by the Heads of Departments and Administrative Department/Secretaries concerned subject to the following conditions :

- i. That the expenditure does not exceed the budget allocation.
- ii. That the expenditure is incurred for the purpose for which funds have been provided and the codal formalities are followed as per the GFR/CVC guidelines / instructions / Rules & Procedures issued by the Government from time to time.

3. Further as per Rule 5(2) of the Transaction of Business of the Government of National Capital Territory of Delhi Rules, 1993, no Department shall, without the previous concurrence of the Finance Department, issue any order which may involve any abandonment of revenue or involve any expenditure for which no provision have been made in the Appropriation Act.

4. It has come to the notice of Finance Department that various departments have issued Administrative Approval (A/A) and Expenditure Sanction (E/S) in respect of items mentioned in the said OM dated 07.08.2019, including execution of works/projects, **without availability of adequate funds in the relevant head of accounts in the current financial year.** The same is in contravention of the powers delegated to them in terms of FD's OM dated 07.08.2019 and also in violation of the Rule 5(2) of the Transaction of Business of the Government of National Capital Territory of Delhi Rules, 1993.

5. Issuance of A/A and E/S by the Departments in the absence of adequate funds under the relevant head of account creates committed liabilities on the exchequer of Govt. of NCT of Delhi. In view of above, all the Departments of Govt. of NCT of Delhi are hereby directed to exercise financial powers as per FD's OM dated 07.08.2019 only when the adequate funds are available in the relevant head of accounts in that particular financial year. In no case, committed liabilities shall be created by the Departments without concurrence of Finance Department in terms of Rule 5(2) of the Transaction of Business of the Government of National Capital Territory of Delhi Rules, 1993.

55 (Misc)/F.O./ADG(P)/PWD/ 914

914/25
 दिनांक
 मितिनिमित्त
 मुख्य अधिकारी-अंग
 को.वि.वि., दिल्ली सरकार
 सूचनाएं एवं आदेशादि

AB(P)(C)-II

11/04/25
 Contd.....P/

सचिव
 वित्त विभाग

Copy to all SEs

6. All the Departments of Govt. of NCT of Delhi are, therefore, directed to ensure that while preferring a bill to PAO the following certificate may be annexed alongwith the bill :

Certificate 1 (In case A/A and E/S issued by the Department as per FD's OM dated 07.08.2019 for which adequate budget is available in the relevant head of account for the current financial year):

"It is certified that the sanction has been accorded in accordance with the provisions of Delegation of Financial Power Rules, General Financial Rules and Transaction of Business Rules, 1993. Adequate funds are available in the Head of Accounts _____ (complete description of Head of Account) under Demand No. _____ to meet out the proposed expenditure during the current financial year."

OR


Certificate 2 (For liabilities required provision of budget during subsequent financial year(s) in case of financial phasing of works/schemes/projects, etc.):

"It is certified that concurrence of Finance Department has been obtained vide UC No. _____ dated _____ for incurring expenditure from Head of Accounts _____ (complete description of Head of Account) under Demand No. _____ during the current financial year and subsequent financial year (as the case may be) on availability of funds in this regard"

7. This issues with the approval of Additional Chief Secretary (Finance).


(NIHARIKA RAI)
Secretary (Finance)

To
All Addl. Chief Secretaries/Pr. Secretaries/
Secretaries/Head of Departments
of Govt. of NCT of Delhi


Contd....P/3

224/h

- 3 -

No.F.20/08/2019-AC/ 501- 600

Dated : 01-04-2025

Copy to :

1. Staff Officer to Chief Secretary, Govt. of NCT of Delhi, Delhi Secretariat, New Delhi.
2. PPS to Addl. Chief Secretary (Finance), Finance Department, Govt. of NCT of Delhi, Delhi Secretariat, New Delhi.
3. Controller of Accounts, Finance Department, GNCTD.
4. Controller of Accounts, Directorate of Audit, GNCTD.
5. Director, Planning Department, Govt. of NCT of Delhi.
6. Director (Budget), Finance Department, GNCTD.
7. All Joint Secretary/Deputy Secretary, Finance Department, GNCTD.
8. Website of FD.
9. Guard File.

(NIHARIKA RAI)
Secretary (Finance)

कार्यालय

प्र.० मुख्य अधिकारी (प्रशा.)

आयसी सं० 903F

दिनांक 21/4/25

कार्य० अधिकारी (प्रशा.)

कार्य० अधिकारी (गैर)

वित्त अधिकारी

सो प्र० अधिकारी/SPRO

प्रमुख अधिकारी (प्रशा.)