

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CENTRAL PUBLIC WORKS DEPARTMENT  
MINISTRY OF URBAN DEVELOPMENT  
GOVERNMENT OF INDIA**

**AND**

**DEPARTMENT OF ENGINEERING SERVICES  
MINISTRY OF WORKS AND HUMAN SETTLEMENT  
ROYAL GOVERNMENT OF BHUTAN**

**ON**

**TECHNICAL CO-OPERATION IN THE FIELD OF  
CAPACITY BUILDING, BENCHMARKING AND BILATERAL  
EXCHANGE IN INFRASTRUCTURE ENGINEERING**



**The Central Public Works Department,** Ministry of Urban Development, Government of India, New Delhi, India represented by the Director General

And

**The Department of Engineering Services,** Ministry of Works and Human Settlement, Royal Government of Bhutan, Thimpu, Bhutan represented by The Director

**Hereinafter** collectively referred to as the 'the Parties' and individually as 'the Party':

**Having** regard to the mutual need for cooperation in the field of infrastructure engineering so as to take advantage of CPWD's expertise in development of infrastructure in the environmentally sensitive mountainous areas, the Parties -

- To achieve better sustainability in the built environment
- For capacity building through training of manpower in CPWD Training Institute, Ghaziabad
- For development of Benchmarking documents like Schedule of Rates, Specifications and Coefficients for Analysis of Items of Public Works
- For short term deputation of engineering experts

**HAVE REACHED the following understanding:**

#### **ARTICLE I :- OBJECTIVES**

1. The Parties understand that they will cooperate closely and consult each other on matters of mutual interest in order to achieve their common objectives, which shall include, but shall not be limited to:

(a) Training of Engineers using the facilities available with the CPWD Training Institute, Ghaziabad and will include foundation course for entry level engineering and architectural officers, short term training for specific engineering / architectural domains.

(b) Development of benchmarking documents like plinth area rates, specifications, schedule of rates, analysis of rates, etc.

(c) Achieving better sustainability in the construction sector under conditions prevalent in Bhutan.

(d) Mutual exchange of experience and expertise through the mechanism of short term deputation.

2. The Parties understand to work together in good faith, through joint and concerted cooperation in accordance with the provisions of this Memorandum of Understanding (MoU), in order to implement the objectives set forth above.

#### **ARTICLE II :- SCOPE OF MoU**

1. This MoU establishes a framework for cooperation between the Parties and determines the conditions and modalities within which the Parties will collaborate to achieve their common objectives. This MoU defines the areas, institutional arrangements, and general conditions that will govern the cooperation of the Parties.

2. The MoU constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all oral communications and prior written documents.

3. The Parties understood that this MoU does not confer any exclusivity regarding activities covered by it and that they may collaborate on similar activities with other partners.

#### **ARTICLE III :- JOINT ACTIVITIES AND PROJECTS**

1. In particular, the Parties agree to explore possibilities for joint collaboration on activities and projects in the areas of cooperation as opportunities arise. The Annex to this MoU contains a list of concepts for initial activities and projects that have been identified by the Parties.

2. The Parties will negotiate in good faith the terms of any subsequent agreement(s) that are required to implement their collaboration at all levels agreed upon. Such agreement (s) will normally be concluded in the form of an exchange of letters setting out the deliverables and responsibilities of the Parties to this MoU.

3. The Parties may form working groups, made up of representatives from each Party, which will be responsible for monitoring the development and execution of particular projects.

4. All the visits of foreign scientists/faculty/ students, associated with the research/ study, shall be subjected to the prescribed clearances, without any dilution thereof.

#### **ARTICLE IV :- EXCHANGE OF INFORMATION AND DOCUMENTS**

The Parties understand to undertake an exchange of relevant information and documents, subject to such restrictions and arrangements as may be considered necessary by either Party to preserve the confidential nature of certain information and documents.

#### **ARTICLE V :- COMMUNICATIONS UNDER THIS MEMORANDUM**

1. Each side will nominate a focal point for collation and dissemination of information for effective implementation of this MoU.
2. The Parties shall notify each other promptly, of any changes in their authorities who are responsible for or crucial to the implementation of this MoU.

#### **ARTICLE VI :- EXISTING LAWS AND CONFIDENTIALITY OF INFORMATION**

1. Nothing in this MoU will require either Party to take any action, or refrain from acting, in a manner inconsistent with the laws in force of country of either Party.
2. No Party is bound to communicate any information to the other Party, if such communication is prohibited under the laws or regulations of the Party possessing such information, or if it would be incompatible with the interests of that Party.

#### **ARTICLE VII :- GOVERNING LAW AND SETTLEMENT OF DISPUTES**

1. This MoU shall be construed in accordance with general principles of law, to the exclusion of any single national system of law.
2. In the event of a dispute, controversy or claim arising out of or relating to this MoU, the Parties will use their best efforts to promptly settle such dispute through direct negotiations and consultations.
3. Any dispute that is not settled within sixty (60) days from the date a Party has notified the other of the nature of the dispute and of the measures that should be taken to rectify it, will be resolved through consultation between the executive heads of the Parties or their duly authorized representatives. If the dispute cannot be settled amicably through consultation, it will be settled by arbitration. The arbitration will be conducted in accordance with the modalities to be agreed upon by the Parties, or in the absence of agreement, with the 1976 rules defined by the United Nations Commission on International Trade Law (UNCITRAL). The language of the arbitration will be English, and the place of arbitration will be Vienna. The arbitral tribunal will not have the power to impose general, incidental, indirect, special, punitive or

consequential damages, including, without limitation, for lost profits. The Parties will accept the arbitral award as final and binding.

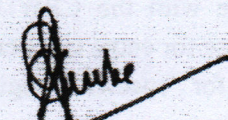
#### ARTICLE VIII :- FINAL PROVISIONS

1. This MoU will take effect upon its signatures by the authorized representatives of the Parties.
2. This MoU is concluded for an initial period of 10 years as from the date of its signatures by the Parties, and it may be renewed, following mutual consultation, by exchange of letters for a further period as the Parties may decide.
3. This MoU may only be changed, modified, amended or supplemented by mutual written agreement of the Parties.
4. Each Partner will have the right to terminate this MoU, for any reason and at any time, by giving at least six months' advance written notice to the other. In the event of termination, steps will be taken by the Parties to ensure that the termination does not affect any prior obligation, project or activity already in progress.

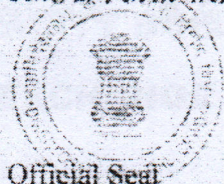
Done at *Thimphu, Bhutan* on this *Twenty third* day of *December, 2016* in two originals in English language, one for each Party.

IN WITNESS WHEREOF the duly authorized representatives of the Parties have signed the MoU.

For and on behalf of  
Central Public Works  
Department, MoUD,  
Government of India

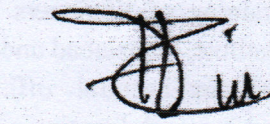
  
Signature

(*Abhai Sinha*)  
*Director General*  
*Central Public Works Deptt.*



Official Seal

For and on behalf of  
Department of Engineering  
Services, MoWHS,  
Royal Government of Bhutan

  
Signature

(*Tenzin*)  
*Director*  
*Deptt. of Engineering Services*



Official seal

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CENTRAL PUBLIC WORKS DEPARTMENT, MoUD  
Government of India**

**AND**

**DEPARTMENT OF ENGINEERING SERVICES, MoWHS,  
ROYAL GOVERNMENT OF BHUTAN**

**ON**

**Technical Co-Operation In The Field Of Capacity Building,  
Benchmarking And Bilateral Exchange In Infrastructure  
Engineering**

---

**Annex**

List of concepts for initial activities and projects that have been identified by the  
Parties :

1. Training of Engineers using the facilities available with the CPWD Training Institute, Ghaziabad and will include foundation course for entry level engineering and architectural officers, short term training for specific engineering / architectural domains.
2. Development of benchmarking documents like plinth area rates, specifications, schedule of rates, analysis of rates, etc.
3. Achieving better sustainability in the construction sector under conditions prevalent in Bhutan.
4. Mutual exchange of experience and expertise through the mechanism of short term deputation.

