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Memorandum of Understanding

Between

Gangadhar Mehar University (GM University) – Sambalpur

And

Central Public Works Department (CPWD)

For


Construction of Sports Complex comprising of Hockey Field, Lawn Tennis Court, 02 Nos. Basketball Courts, 02 Nos. Volleyball Courts, Swimming Pool Complex, Gym Hall and Seating Galleries for Gangadhar Mehar University, Sambalpur, Odisha.

This Memorandum of Understanding hereinafter called MoU, signed on 24.06.2019 between the Gangadhar Mehar University, a State University of Odisha represented through the Registrar, Gangadhar Mehar University, Sambalpur hereinafter referred to as "GM University" on the one part (1st Party).

And

Central Public Works Department (CPWD), Ministry of Urban Development, Govt. of India, Nirman Bhawan, New Delhi, represented through the Executive Engineer, Sambalpur Project Division, CPWD, Sambalpur hereinafter referred to as CPWD, on the second part (2nd Party).

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Executive Engineer
Sambalpur Project Division
Central Public Works Department
Sambalpur, Odisha, Pin 768004


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SAMBALPUR

No. 6553 Dt. 24-6-2019

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Sambalpur



V. Prasad Jais

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Association of Institutions

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Gangadhar Meher University (G.M.U.) - Sambalpur

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Central Public Works Department (CPWD)

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Construction of Sports Complex comprising of Indoor Field, Two Tennis Courts, Two Basketball Courts, One Volleyball Courts, Swimming Pool Complex, Gym Hall and nearby facilities for Gangadhar Meher University, Sambalpur, Odisha.

The Association of Institutions representing institutions called A.I.I. signed on 24.06.2019 between the Gangadhar Meher University, a State University of Odisha located around the Gangadhar Meher University, Sambalpur, Odisha, and Central Public Works Department (CPWD) on the one part and CPWD

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Central Public Works Department (CPWD), Odisha, Government of Odisha, Sambalpur, Odisha, India. Various Bills and other documents in the Executive Engineer, Sambalpur, Odisha, Government of Odisha, Sambalpur, Odisha, India, on the one part and CPWD, Sambalpur, Odisha, Government of Odisha, Sambalpur, Odisha, India, on the other part (CPWD).

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Whereas **GM University** intends to entrust the construction of Sports Complex comprising of Hockey Field, Lawn Tennis Court, 02 Nos. Basketball Courts, 02 Nos. Volleyball Courts, Swimming Pool Complex, Gym Hall and Seating Galleries **in their existing campus at Sambalpur, Odisha**, hereinafter referred to as **work**, to **CPWD**

and

Whereas **CPWD** has agreed to undertake the execution of works mentioned above on deposit basis.

Now, therefore, the parties to this MOU agree for the following:


A. RESPONSIBILITIES OF CPWD (2nd Party)

1. CPWD shall execute the work from concept to completion as per scope of work given by GM University, and complete it within a period mutually agreed between the parties for individual work.
2. CPWD shall be responsible for the structural stability, quality, and aesthetics of the buildings and other infrastructure.
3. Where so required, CPWD shall submit an enabling estimate to GM University for preparation of site plan, soil investigation report, engagement of consultant(s), and miscellaneous expenditure and GM University shall convey administrative approval and expenditure sanction (hereinafter referred to as A/A & E/S for the sake of brevity), and deposit this estimated cost with CPWD.
4. Based on the requirements and scope of work given by GM University, CPWD shall submit preliminary drawings to GM University for approval.
5. Based on approved preliminary drawings, CPWD shall submit Preliminary Estimate of the work to GM University. The preliminary estimate shall incorporate the enabling estimate approved earlier. GM University shall convey A/A & E/S, and release initial deposit @ 10% of the estimated cost of the works to CPWD along with sanction and balance amount i.e. 23-1/3% of the estimated cost of the work before award of work, thus a total of 33-1/3% as the first instalment.
6. CPWD shall provide necessary assistance in obtaining statutory approval and clearances from the local bodies/ Statutory Authority or Administrative Authority to GM University.
7. CPWD shall submit architectural drawings and programme for completion of work as per approved preliminary drawings and preliminary estimate to GM University for approval.
8. CPWD shall prepare all architectural and structural drawings, bill of quantities, specifications and tender documents for execution of work.

Vibran Singh
Executive Engineer
Sambalpur Project Division
Central Public Works Department
Sambalpur, Odisha - 768004

[Signature]
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9. a) CPWD shall invite and process tenders as per CPWD norms and guidelines. The tenders will be sent to competent authority of CPWD for approval. Prior concurrence of GM University shall be obtained before acceptance of the tender, if the tendered amount is more than the corresponding provision in the sanctioned Preliminary Estimate.
b) CPWD shall communicate the acceptance of tender for the specific work and supply a full set of agreement & tender document, related drawings to GM University before commencement of work in case the architectural and structural planning is done by CPWD.
10. CPWD shall carry out Project management including day-to-day supervision of work. All matters pertaining to contract management including grant of any extension of time will be dealt with by CPWD.
11. CPWD shall ensure necessary Quality Assurance and Quality Control in the work in accordance with CPWD work procedure and relevant standards of specifications by themselves.
12. The progress of the works shall be monitored by CPWD. GM University can inspect the work from time to time in the presence of CPWD Engineers on prior intimation. Any suggestion for improvement/ rectification made during such visit/ inspection shall be given due consideration by CPWD, if the same are within the contractual specifications and scope of work. Monthly Progress Report will be forwarded to GM University in order to enable them to monitor the progress of the work. Further, a committee consisting of officers of GM University and CPWD shall review the progress of work at frequent intervals by holding regular site/ coordination meetings.
13. CPWD shall send every month the Statement of Expenditure in Form CPWA 65A to GM University for verification. This should indicate against each work, the amount of preliminary estimate, the total deposit received and the expenditure incurred, both during the month and up to date.
14. CPWD shall demand further deposits from GM University in two instalments as per requirement based on the progress of work and expenditure statements submitted by CPWD. GM University shall make deposits preferably within one month from the date of request.
15. CPWD shall complete the work within the period mentioned in the approved preliminary estimate. The completion time shall be reckoned from the date of approval of building plans and other statutory approvals or handing over of clear site by GM University, whichever is later. In case there is any delay in activities to be carried out by external agencies or due to factors beyond the control of CPWD, the time for completion of the work will be suitably modified.


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16. CPWD shall make all efforts to complete the work within the approved estimated cost. Any changes/ modifications in the design/ drawings/ specifications required by GM University should be to the minimal extent after sanction of the Preliminary Estimate. CPWD shall try to restrict the expenditure for this work within the A/A & E/S amount as requested by GM University.
17. CPWD shall hand over the completed buildings to GM University along with a set of completion drawings and service plans within 30 days of completion.
18. After completion of entrusted work in all respects, CPWD shall intimate GM University to take over the possession. If the buildings/ structure are not taken possession within fifteen days of intimation by CPWD, CPWD shall raise the claim for the actual expenditure incurred towards watch and ward till it is taken over by GM University.
19. The Defects liability period (Free maintenance period) shall be taken as twelve months or such further period from the date of completion of the works as per CPWD General Conditions of Contract for CPWD Works.
20. Compensation levied by CPWD on the contractor for delayed completion of work shall be credited to the accounts of GM University, which will be adjusted against the liabilities of CPWD. Similarly, any bonus for early completion of work as per agreement conditions to be payable to contractor shall be paid by CPWD and debited to work deposit.
21. CPWD shall finalize accounts, and intimate the final cost of the work to GM University, at the earliest, preferably within 6 months of completion of work.
22. CPWD shall return the balance amount to GM University at the earliest, preferably within 6 months of completion of the work if the amount deposited by GM University is more than the actual expenditure on the work.
23. CPWD shall submit the cost completion certificate of work in the proforma prescribed by the University Grants Commission/ Funding Agency.
24. CPWD 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.
25. CPWD shall defend all arbitration proceedings and court cases related to execution of work. CPWD will defend the arbitration/ court of law proceedings as best as it can and get the arbitration award examined by the competent authority. The decision of the competent authority in CPWD to accept or challenge the arbitration award or order of the court or tribunal will be final and binding on GM University.

Vijay Kumar
Executive Engineer
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Sambalpur, Odisha

May 16/19
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26. CPWD shall comply with provisions of all the statutes applicable to construction activities and GM University shall have no liability in this regard. CPWD shall take care of the matter relating to safety, wages, insurance etc., as per prevailing laws and also to discharge all functions of principal employer and nothing of principal employer's functions shall be transferred to GM University.
27. CPWD shall implement green building norms and environment friendly practices for all construction activities as per the Govt. directives.
28. CPWD shall carry out the work from concept to commissioning with their in-house resources for architectural and engineering designs. However, due to recorded reasons with due intimation, CPWD may outsource the service and the correctness of the design done by the outsource consultant shall rest with CPWD in such cases.

B. RESPONSIBILITIES OF GM University


1. GM University shall pay no departmental charges if the work is fully/ partly funded by Central Government. Otherwise, departmental charges shall be payable as per CPWD norms or mentioned otherwise in preliminary estimate.
2. GM University shall accord A/A and E/S to the enabling estimate and release deposit of the estimated amount to CPWD.
3. GM University shall provide scope of work and requirements to CPWD for preparation of preliminary drawings of the work; and accord approval of the preliminary drawings. In case, the drawings are provided by the consultants appointed by GM University, the University shall approve the drawings and designs received from its consultant(s) and provide the same to CPWD.
4. GM University shall hand over vacant possession of land free from all encumbrances or charges and copy of land ownership/ lease documents to CPWD. The responsibility for demolition or disposal of existing buildings and structures and removal of any existing services viz. Power, water supply, sewer/ telephone lines etc. both over-head and underground passing through the site and removal of any trees, etc. if any, will rest with GM University. However, CPWD may take responsibility for demolition or disposal of existing buildings and structures on the land and already in possession with GM University.
5. GM University shall accord A/A and E/S to the preliminary estimate submitted by CPWD.
6. GM University shall release initial deposit @10% of the estimated cost of the works to CPWD at the time of requisition/ issue of A/A and E/S.
7. GM University shall apply for obtaining statutory approvals and clearances from local bodies concerned. CPWD shall provide necessary assistance in obtaining the same.

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8. GM University shall approve working architectural drawings and programme for completion of work.
9. GM University shall release balance amount of 1st instalment of 23-1/3% of approved estimated cost of the works to CPWD on award of first construction contract, preferably within one month of request from CPWD.
10. GM University shall release remaining funds in two instalments to CPWD on the basis of monthly expenditure report and progress of work, preferably within one month of request from CPWD.
11. The deposit made by GM University with CPWD shall not bear any interest thereon. Therefore, no interest shall be paid by CPWD to GM University for such deposits.
12. GM University shall provide necessary assistance to CPWD for service connections like water supply, electricity, sewerage etc. from the local bodies concerned.
13. GM University shall ensure that adequate funds are available with CPWD at all times for execution of the work since CPWD has no funds of its own for investment. If it becomes necessary for CPWD to suspend or abandon the work due to non-availability of funds, GM University shall be responsible for all the consequences including claims of contractors for compensation or damages, if any.
14. GM University shall also provide funds to CPWD for all statutory charges levied by the Central / State Govts. such as GST etc., workers welfare cess, any other statutory levy etc. which shall be recovered from the contractor as per terms and conditions of the contract by CPWD and the same will be remitted to the concerned authorities directly, the details of which shall be rendered with the final accounts.
15. **Since the amount sanctioned for the purpose is on a project mode and Government of Odisha funded, GM University may limit the deposition of funds with CPWD within the A/A & E/S amount.**
16. **GM University shall never suggest to make changes beyond the scope of work, as mentioned in the preliminary estimate.**
17. GM University shall provide funds to CPWD for making payment of all amounts which may be decreed by a court of law, tribunal or by award of an arbitrator in relation to the work, irrespective of GM University not being a party before the court, tribunal, or arbitrator. Such payment will be in addition to the payments made to the contractors for execution of work.
18. GM University shall allow CPWD 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. CPWD shall remove such structures on completion of work.


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19. GM University shall assist CPWD for security clearance and access to contractors' materials and labour to the site of work, and electricity connection on payment of usual charges.
20. GM University shall designate a nodal officer for coordinating and communicating with the Executive Engineer of CPWD. He will be authorised to take decisions and assist CPWD in completion of the work.

C. REDRESSAL OF DISPUTES

As a general principle, the designated CPWD representatives and designated GM University Officers shall work in a cohesive and cooperative environment. However, if any dispute/ difference arises between the Parties, the same will be resolved in accordance with the norms and procedures approved by the Govt. of India in this regard.

D. FORCE MAJEURE

CPWD shall not be considered in default if any delay, whatsoever, in completion of the work occurs due to causes beyond its control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riots, acts of unsurpassed power and/ or due to any orders/ directions/ notifications etc. issued by any Governmental/ Judicial/ Statutory authority. The CPWD shall notify GM University in writing within 15 days from the date of such occurrence, in the event of delay due to such causes. The completion schedule will be extended for a length of time equal to the period of Force Majeure.

E. TERMINATION OF MoU

1. This MoU shall be valid from date of signing up to handing over of buildings 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 GM University decides to terminate this MoU or abandon the work, it shall pay to CPWD the expenditure incurred on the work. If the MoU is terminated by CPWD, no compensation shall be payable to GM University, however the excess payment made to CPWD by GM University shall be refunded to GM University within 6 weeks.
3. In case of termination of the MoU, GM University may make use of all or any drawings, estimates or other documents prepared by CPWD, after a reasonable payment for the service of CPWD for preparation of the same.

F. AMENDMENTS

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


Vibran Singh
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Central Public Works Department
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IN WITNESS, WHEREOF, the parties here to signed this MoU through their duly authorized representatives.

For & on behalf of CPWD

Signature: *Vikrant Naik*
Name: VIKRANT NAIK

Designation:
Sambalpur, Odisha, Pin 768004
Central Public Works Department
Sambalpur, Odisha, Pin 768004

Witness 1
Signature: *RA*
Name: RITESH KUMAR AGRAWAL

Date: 24/06/19
Place: Sambalpur.

For & on behalf of GM University

Signature: *Girish Chandra Singh*
Name: GIRISH CHANDRA SINGH.

Designation:
REGISTRAR
GANGADHAR MEHER UNIVERSITY
SAMBALPUR

Witness 2
Signature: *Uma Charan Pati*
Name: UMA CHARAN PATI

Date: 24.06.2019
Place: Sambalpur