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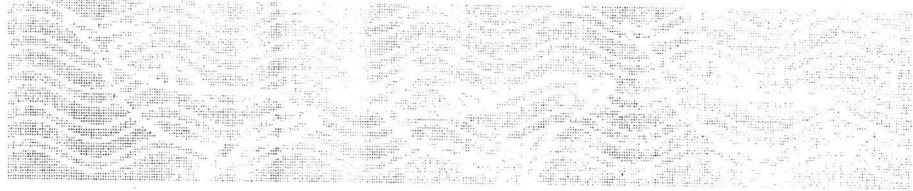
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हरीश कुमार / HARISH KUMAR
उप महानिदेशक (निर्माण) / Dy. Director General (Works)
महानिदेशालय, के. लो. नि. वि. / Dte. General C P.W.D.
निर्माण भवन, नई दिल्ली / Nirman Bhawan, New Delhi

ले. कर्नल यादविंदर सिंह / Lt. Col. ANIL KUMAR SINGH
निदेशक (अभियंत्रण) / Director (Construction)
भारतीय खेल प्राधिकरण / Sports Authority of India
जवाहरलाल नेहरू स्टेडियम, लोदी रोड (पूर्व द्वार)
Jawaharlal Nehru Stadium Complex (East Gate)
लोदी रोड, नई दिल्ली-3 / Lodhi Road, New Delhi-3

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DIRECTOR INFRA SPORTS AUTHORITY OF INDIA

MEMORANDUM OF UNDERSTANDING
between
SPORTS AUTHORITY OF INDIA
&
CENTRAL PUBLIC WORKSDEPARTMENT

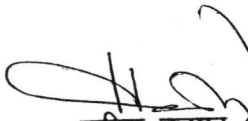
(For the Original, minor & repair works of Sports Authority of India).

This Memorandum of Understanding, hereinafter called MOU signed on 09-03-2022 between Sports Authority of India represented by Shri Yadvinder Singh, Director Infra, Sports Authority of India, MYA&S, Govt. of India, JNS, New Delhi hereinafter referred to as SAI on the one part and Central Public Works Department, Ministry of Urban Development, Government of India, Nirman Bhawan, New Delhi, represented by the Shri Harish Kumar Bangar, DDG (Works), CPWD, Nirman Bhawan, New Delhi hereinafter referred to as CPWD second part.


Whereas, SAI intends to collaborate with CPWD for availing its capabilities for Sports Authority of India Centers all over the country, hereinafter referred to as work 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 following.

A. Responsibilities of CPWD


1. CPWD shall appoint a consultant for works with approval of SAI.
2. CPWD shall execute the works from concept to completion as per scope of work given by SAI and complete it within a period mutually agreed between the parties.
3. CPWD shall be responsible for the structural stability, quality and aesthetic of the building.



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 ले. कर्नल यादविंदर सिंह / Lt. Col. YADVINDER SINGH
 निदेशक (अधिसंरचना) / Director (Infrastructure)
 भारतीय खेल प्राधिकरण / Sports Authority of India
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4. Based on the requirements and scope of work given by the SAI, CPWD shall submit preliminary drawings to SAI for approval.
5. Consultant shall prepare all architectural and structural drawings, bill of quantities specifications; tender documents required for execution of work and shall seek approval of CPWD/SAI. He shall obtain statutory approvals and clearances from the local bodies on behalf of SAI. CPWD and SAI shall provide necessary assistance in the process.
6. CPWD shall prepare program for completion of work as per approved preliminary drawings and preliminary estimate to SAI for approval.
7. CPWD shall be responsible certifying and making payment of bills of the contractor/ agencies engaged by them and make available final statement of accounts in standard format to SAI and also provide copies of final bills for all contract packages and other expenditure incurred related to project construction after the completion of work.
8. If so desired SAI, CPWD shall take up the maintenance of buildings on deposit basis.
9. 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 by local bodies or handing over of encumbrance free site by SAI, 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.
10. CPWD shall make all efforts to complete the work within the approved estimated cost. Any likely cost overrun shall be intimated with justification thereof to SAI, for approval before incurring additional expenditure.
11. Compensation levied by CPWD on the contractor for delayed completion of work shall be credited to accounts of SAI, including recoveries of any nature on contractor.


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12. CPWD shall finalize accounts and intimate the final cost of the work to SAI within 6 months of completion of work.
13. CPWD shall return the balance amount to SAI within 6 months of completion of the work, if the amount deposited by SAI is more than the actual expenditure on the work.
14. CPWD shall hand over the completed building to SAI along with a set of completion drawings, service plans completion certificate, and structural stability certificate and occupation certificate.
15. The defect liability period shall be 12 months from the date of completion for work.
16. CPWD shall reply to and comply with the observation pertaining to work by Chief Technical Examiner, Auditor General, internal Audit of the Ministry of Urban Development and other statutory authorities.
17. CPWD shall defend all arbitration proceedings and court cases related to execution of work. CPWD shall keep SAI informed of the preceding/ court cases periodically. 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 SAI.
18. CPWD shall comply with provision of all the statutes applicable to construction activities and SAI shall have no liability in this regard.
19. CPWD shall designate and notify a Nodal officer in the Directorate of CPWD for coordination and communication with SAI.
20. CPWD shall be responsible for providing physical progress to SAI in the form of CPM (critical path method) network on monthly basis for reviewing of the progress of work viz-a-viz base line program and taking all necessary remedial actions after taking in to account SAI's observations made in respect of quality and progress of the work during the monthly /periodic project review meetings.

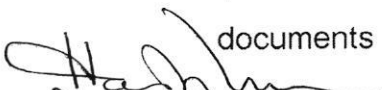
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21. CPWD shall communicate the project team from its end for monitoring each project well in advance to SAI. CPWD shall facilitate the Project Monitoring Committee of SAI to deal with progress reports and details of completion during periodic project committee meetings.
22. CPWD shall be responsible for total project management including day to day supervision of works, maintenance of all project records.
23. CPWD shall not levy any Departmental charges on SAI.
24. CPWD shall be responsible for the 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 specification etc. and also in accordance with relevant and extent provision of General Financial Rules (GFR),2017.


B. Responsibilities of SAI.

1. SAI shall provide scope of work and requirement to CPWD for preparation of preliminary drawing of the work and accord approval of the preliminary drawing. SAI shall approve the drawings and designs received from consultant (s) and provide the same to CPWD, if applicable.
2. SAI shall accord A/A and E/S to preliminary estimate submitted by CPWD and release the initial deposit @ 10% of the estimate amount to CPWD if the estimate cost is up to Rs. 200 Crore. If the estimate cost of the work exceeds Rs. 200 Crore, the initial deposit may be Rs. 20 Crore + 5% of the estimated cost beyond Rs. 200 Crore. The initial deposit shall be deposited soon after accord of A/A & E/S. The balance amount should be deposited in instalments within 15 days of the requirement. The deposit of 2.5% of the tender cost shall be retained by CPWD as a reserve for adjustment against last portion of the sanctioned expenditure and will be released against submission of final bills.
3. SAI shall hand over possession of encumbrance free land and ownership documents to CPWD. If so required, CPWD shall take responsibility for



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- demolition or disposal of existing encumbrance free buildings and structure following laid down procedures.
4. The CPWD has no funds of its own for investing in the work. SAI shall ensure that adequate funds are available with CPWD for executing the work. In case SAI fails to provide funds as per requirements, it may be necessary for CPWD to suspend/abandon the work. In such eventuality, SAI shall be solely responsible for all the consequences arising out of such stoppage/abandonment of work including claims of contractors for compensation /damages.
 5. SAI shall approve working architectural drawing and programme for completion of work, if found satisfactory.
 6. SAI shall provide necessary assistance to CPWD for obtaining statutory approvals and clearances from the local bodies concerned.
 7. If the expenditure of work likely to exceed more than (A/A&E/S amount), then CPWD shall submit revised preliminary estimate with justification. SAI shall accord approval of revised preliminary estimate after satisfaction on the reasons and justification given by CPWD and provide additional funds to complete the work.
 8. SAI 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 any arbitrator in relation to the execution work irrespective of SAI not being a part before the court, tribunal or arbitrator. Such payment will be in addition to the payment made to the contractor for execution of work.
 9. SAI shall allow CPWD or its contractor engaged for execution of work to erect a site office, store yard, labour huts. Electricity & water connection shall be the responsibility of CPWD/Contractors.
 10. SAI shall provide security clearance and access to contractors, materials and labour to the site of work.


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11. SAI shall designate a nodal officer for coordinating and communicating with nodal officer designated by CPWD.

12. For maintenance of buildings not constructed by CPWD following shall be followed: -


- i. The maintenance shall be placed under CPWD for five years and no other agency shall be engaged for maintenance works in that period.
- ii. Maintenance shall be taken over by CPWD for passive Civil/ E&M service infrastructure. CPWD shall carry out detailed inspection to check the condition of such buildings and take photographs/ videos.
- iii. Wherever structural deficiencies are found which are concerned with safety of occupants and public, those shall be got rectified on top priority.
- iv. A set of building drawings & service drawings to be supplied by SAI. The special repair & rehabilitation estimates will be given to SAI in addition to the estimates of routine maintenance work requisitioned by the SAI, as required.
- v. In case Local body approval/ completion, Fire NOC etc. statutory approvals are not available, it will be the responsibility of SAI/CPWD to obtain the same.


C. Redressal of disputes and justification.

If any dispute or differences arise between the parties, the same shall be attempted to be settled by mutual discussion and in case of failure of which, the same will be resolved in accordance with the procedure prescribed by the Government of India in this regard.

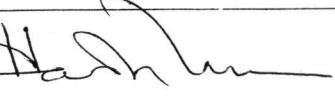

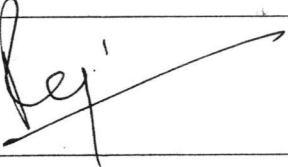
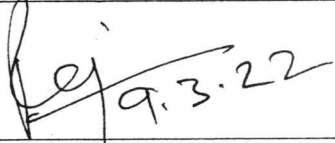

D. Termination MoU.

1. This MoU shall be valid upto defect liability period of CPWD of settlement of accounts between the parties here to, whichever is later.
2. Either party may terminate this MoU after a notice of two months. If, SAI decides to terminate this MoU or abandon the work, it shall pay to CPWD, the expenditure incurred on the work including any compensation due to contractor and arbitration claims etc. If, the MoU is terminated by the CPWD, no compensation shall be payable to SAI.


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श्री. क. यशवंतर सिंह / Lt. Col. YASHWINDER SINGH
निर्माण विभाग, ए.पी.एम.डी. (आर.टी.सी. परियोजना) / Director (Infrastructure)
CPWD कार्यालय और निर्माण प्रशासन विभाग / Sports Authority of India
जवाहरलाल नेहरू स्टेडियम परिसर (पूर्वी द्वार)
Jawaharlal Nehru Stadium Complex (East Gate)
लोदी रोड, नई दिल्ली-3 / Lodhi Road, New Delhi-3

In witness whereof, the parties have caused this MoU to be duly executed by their Authorized Signatories on the date and year above mentioned.

For & on behalf of CPWD	For & on behalf of SAI
Signature 	Signature 
Designation DDG (Works) CPWD हरिश कुमार / HARISH KUMAR उप महानिदेशक (निर्माण) / Dy. Director General (Works) महानिदेशालय, के.एन.एच. वि. / Dte. General C.P.W.D. निर्माण भवन, नई दिल्ली / Nirman Bhawan, New Delhi	Designation Director (Infra), SAI ले. कर्नल यादविंदर सिंह / Lt. Col YADVINDER SINGH निदेशक (अधिसंरचना) / Director (Infrastructure) भारतीय खेल प्राधिकरण / Sports Authority of India जवाहरलाल नेहरू स्टेडियम परिसर (पूर्वी द्वार) Jawaharlal Nehru Stadium Complex (East Gate) लोधी रोड, नई दिल्ली-3 / Lodhi Road, New Delhi-3
Witness1 	Witness1
Name: RAJAN MOGHA	Name: Nidhin Jose
Signature  9.3.22	Signature 
Designation: Director (for works)	Designation: निधि न जोस / NIDHIN JOSE सहायक निदेशक (अधिसंरचना) / Asstt. Director (Infra) भारतीय खेल प्राधिकरण / Sports Authority of India जवाहरलाल नेहरू स्टेडियम परिसर (पूर्वी द्वार) Jawaharlal Nehru Stadium Complex (East Gate) लोधी रोड, नई दिल्ली-3 / Lodhi Road, New Delhi-3
Date: 9.3.22	Date: 09.03.2022

राजन मोघा/RAJAN MOGHA
निदेशक पी.एन.एच. वि. सी. / Director PM & PG
महानिदेशालय / Directorate General
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