

Please do All MOU
by date MOU-3



उत्तर प्रदेश UTTAR PRADESH

FA-221203

Memorandum of Understanding(MOU)

This Memorandum of Understanding (MOU) is made at Lucknow on this day of 3rd October, 2019 amongs Dedicated Freight Corridor Corporation Limited, a company Registered under the Companies Act,1956 having it's registered office at 5th floor, Pragati Maidan Metro Station Building Complex, New Delhi through sri Anshuman Sharma, Director, Project planning (herein refer as DFCCIL/First Party); And the Governor of Uttar Pradesh through Sri Girijesh Kumar Tyagi, Special Secretary, Public Works Department , Government of Uttar Pradesh, Lucknow (herein after referred to as GoUP/Second Party); And The President of India through Sri Narendra Singh, Chief Bridge Engineer, North Central Railway, Allahabad (hereinafter referred to as Railway/Third Party).

Whereas the DFCCIL/First Party is executing the work of construction of Dedicated Freight Corridor from Ludhiana to Dankuni. There are 29 Nos of Road Over Bridges (ROBs) are to be constructed in Uttar Pradesh on Dedicated Freight Corridor route;

And whereas the GoUP/second party is the state of Uttar Pradesh, being the state in whose territorial jurisdiction the ROBs are to be constructed;

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And whereas the Railway/third party is the Railway administration in whose operational jurisdiction, the ROBs shall lie.

And whereas the ROBs are to be constructed on cost sharing basis between Railway, DFCCIL and GoUP on 25:25:50 share (except cost of land, structures on land and diversion of services in approach portion which are to be fully borne by Uttar Pradesh Government at their own cost) as per para 1816 of Engineering Code. The extract of para 1816 of engineering code is enclosed as Annexure-2 to this MOU.

Out of these 29 ROBs, 13 ROBs falls in North Central Railway (NCR) jurisdiction. Details of 13 ROBs to be constructed on North Central Railway are enclosed as Annexure-1 to this MOU.

The summarized position of financial share of Zonal Railway, DFCCIL and GoUP is as follows:

Brief Details	Zonal Railway	Railway Share (Rs. in Crores)	DFCCIL Share (Rs. in Crores)	Land Cost (Rs. in Crores)	GoUP Share (Rs. in Crores)	Differential Cost (Rs. in Crores)	Total Advance to State Govt (Rs. in Crores)
1	2	3	4	5	6	7	8=6+7
13 ROBs	NCR	194.45	194.45	75.25	388.90	79.25	468.15

And whereas, First and Third Party are pursuing to construct these 13 ROBs however, the Second party has expressed their inability to immediately bear their portion of expenses of construction of ROBs due to non-availability to of funds.

Now therefore the First party has agreed to provide an advance of Rs. 468.15 Crores to the Second party for construction of these 13 ROBs on following terms and conditions:

- a) The advance will be adjusted over a period against differential cost of construction of ROB/RUBs sanctioned by Ministry of Railways/DFCCIL in Uttar Pradesh, to be constructed in future.
- b) The Second party will submit an account of advance payment to the First and third parties after every six months.

3/10/19

- c) The third party will act as nodal officer being major stake holder. The adjustment of above advance against future ROB works has to be ensured by Second and third parties.
- d) The First party shall ensure that these ROBs works are sanctioned in Railway Work Programme (Pink Book) before transfer of fund to Second party.
- e) 15% of the amount shall be released by the First party to Second party at the time of signing of this MOU. Balance advance shall be released as follows:
 - i. On completion of 20% works- further 20% payment
 - ii. On completion of 40% works- further 20% payment
 - iii. On completion of 60% works- further 20% payment
 - iv. On completion of 80% works- further 20% payment
 - v. On completion of 90% works- further 5% payment.
- f) The second party shall ensure that the fund given by first party will be used for construction of these 13 ROBs or such other ROBs on the DFCCIL route(s) at the option of DFCCIL.
- g) These 13 ROBs need to be completed in a time bound manner, the programme for which will be separately finalized and jointly signed by all the three parties, which will become addendum to this MOU.
- h) The differential cost of Rs. 79.25 Crores shall be adjusted on completion of these 13 ROBs on submission of utilization certificate by the second party to first and third parties.
- i) The balance amount of Rs. 388.90 Crores shall be adjusted by third party against the differential cost payable to second party for the ROB works sanctioned by the Ministry of Railways/DFCCIL to be taken up by the second and third parties in future or refunded to first Party by the second party as agreed between them.
- j) The balance amount as stated in para (i) above may also be adjusted at the option of DFCCIL by third Party and first Party against the amount payable to second Party. This act will be done by Mutual Consent of all parties.
- k) The cost of ROBs are tentative, which may vary after detailed design and estimation.

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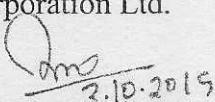
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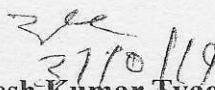
- l) Fund shall be released only when the Government of Uttar Pradesh has accorded the administrative and financial sanction to the ROB projects envisaged in MOU.
- m) This MOU shall remain valid from the date of its execution till the final settlement of accounts. However this MOU may be terminated by mutual consent.
- n) Dispute, if any, arisen shall be settled by mutual discussion by the Parties.
- o) GoUP has issued the G.O. No.1461E/23-11-2019-209(8)/2018, dated 01-10-2019 for this purposes.

IN WITNESS WHERE OF, the parties have set and subscribe their hands in the presence of the witnesses mentioned herein below:

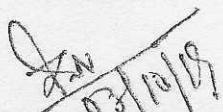
For and on behalf of
Deicated Freight Corridor
Corporation Ltd.


Anshuman Sharma
Director/PP /DFCCIL

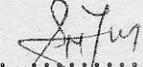
For and on behalf of Governor
of Uttar Pradesh

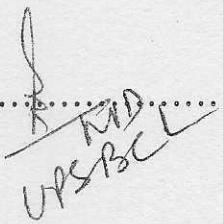

(Girijesh Kumar Tyagi)
Special Secretary/PWD
Government of Uttar Pradesh

For and on behalf of President of
India


(Narendra Singh)
Chief Bridge Engineer
North Central Railway

Witnesses:

1.  S. N. Joshi, GGM/ROB/EC/DFCCIL

2.  UPSBC

ROBs TO BE CONSENTED & SANCTIONED

S.No	LC No.	District	Section	MS KM	Year of Sanction	FB Item No.	Approach Portion Cost	Railway Portion Cost	Land Acquisition	State Liability	Cost (Rs. in Lacs)		Total Cost (Incl. Land)	Total Cost (Excl. Land)	State Share	Railway / DRCCIL Due to U.P.	Remarks		
											8	9	10	11(8+9+10)	12(8+9+10)	13(12+10)	14(13+2)	15(14+9)	
1	2	3	4	5	6	7												16	
94B	Kanpur	Rura-Ambiapur	1062/11-13	2013-14	199 of 2016-17	4044.29	925.88	0	4044.29	4970.17	4970.17	4970.17	4970.17	4970.17	2485.085	1559.205			
1	20C	Allahabad	Manda Road-Uinchidh	775/03-05	2012-13	179 of 2016-17	3026	171.24	175.38	3201.38	4912.62	4737.24	2368.62	2368.62	2368.62	657.38			
2	27C	Allahabad	Meja Road-Bheerpur	797/27-29	2012-13	162 OF 2016-17	4100.19	730.88	0	4100.19	4831.07	4831.07	4831.07	4831.07	4831.07	2415.535	1684.655		
3	29B	Allahabad	Bheerpur-Karchana	801/15-17	2012-13	105 OF 2016-17	2856.04	1708.03	1487.03	4343.07	6051.1	4564.07	4564.07	4564.07	4564.07	2282.035	574.005	Being consented now by U.P. Govt.	
4		Gautam Budh Nagar	1395/13-15	2012-13	192 of 2016-17	1997.06	3981	343.28	2340.34	6321.34	5978.06	5978.06	5978.06	5978.06	5978.06	2989.03	491.97		
5	138C	Gautam Budh Nagar	AJR-DER	1412/11-13	2012-13	191 of 2016-17	9549.49	9828	1220.47	10769.96	20597.96	19377.49	19377.49	19377.49	19377.49	19377.49	9688.745	-139.255	
6	146B	Gautam Budh Nagar	AJR-DER	1410/25-27	2012-13	189 of 2016-17	3119.4	2100	633.28	3752.68	5857.68	5219.4	5219.4	5219.4	5219.4	5219.4	2609.7	509.7	
7	145	Gautam Budh Nagar																	
8	144	Gautam Budh Nagar	Khurja-Dadri	1409/1-3	2018-19	4477.78	2329.95	406.42	4884.2	724.15	6807.73	6807.73	6807.73	6807.73	6807.73	3403.865	1073.915		
9	143	Gautam Budh Nagar	Khurja-Dadri	1406/33-1407/71	2018-19	3083.23	1719.14	450	3533.23	5232.37	4802.37	4802.37	4802.37	4802.37	4802.37	2401.185	682.045		
10	142	Gautam Budh Nagar	Khurja-Dadri	1404/19-21	2018-19	2854.48	1719.14	372.29	3226.47	4945.61	4573.32	4573.32	4573.32	4573.32	4573.32	2286.66	567.52	Consent given earlier by U.P. Govt. being agreed for sanction now.	
11	141	Gautam Budh Nagar	Khurja-Dadri	1402/31-1403/1	2018-19	2878.28	1403.72	376.83	3255.11	4658.83	4282	4282	4282	4282	4282	2141	737.28		
12	11/3	Kanpur Dehat	Kanpur-Etawah	1081/1-3	2018-19	2992.48	1210	1096.48	4088.96	5298.96	4202.48	4202.48	4202.48	4202.48	4202.48	2101.24	891.24		
13	11	Auraiya	Kanpur-Etawah	1081/1-13	2018-19	1836.32	1598	964.04	2800.36	4398.36	3434.32	3434.32	3434.32	3434.32	3434.32	1717.16	119.16		
						Total	46814.74	30964.98	7525.50	54340.24	85305.22	77729.72	77729.72	77729.72	77729.72	77729.72	36369.66	7224.09	

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Annexure-2

Extract of para 1816 of Engineering Code

1816. If an existing busy level crossing originally provided at Railway's cost is to be replaced by a road over or under bridge the apportionment of the cost of replacement will be as under

- (i) The Railway will bear 50 per cent of the total cost of the over or under-bridge including approaches. The total cost would include the cost of diversion of road, sewers, cables, gas and water mains, etc., but would exclude the cost of acquisition of any land and structures thereon required for approaches or diversities.
- (ii) The Road Authority will bear 50 per cent of the total cost of over or under-bridge including, approaches, etc., as referred to above and the cost of acquisition of any land required for approaches and diversions and structures thereon.
- (iii) For two Lane Bridge on other than National Highways, the bridge width shall provide for 7.5m carriageway plus a minimum of 1.5m footpath on either side wherever required as per provisions of IRC-5, 1998. For two lane bridges on National Highways, the overall width shall be provided equal to the full roadway width of approaches subject to a limit of 10m for hill roads, and 12m for other cases inclusive of crash barrier and/or footpath. The carriageway shall be 9.5m wide with two raised herbs of 0.75m OR 7.8m with two footpaths of 1.5m each on either side; total width limited to 12m between the outer faces of railing kerbs inclusive of the crash barrier. For four lane bridge on National Highways, the overall width of bridge deck shall be limited to roadway width approaches with distance between the inner kerb lines in the median portion equal to the median width of approaches; total width limited to 24m (9.75+4.5+9.75) between the outer faces of railing kerbs. The provision of cross slopes, median, footpath width, crash barrier shall be as per stipulations & requirements of MOSRTH Circular No. RW/NH/33044/2/88/S&R dt. 09.05.2000 read along with the provision of clause 112 of IRC-5-1998.

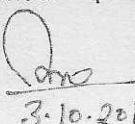
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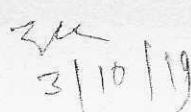
- (iv) If provision is required to be made in the bridge structure for crossing additional railways tracks in future, the cost of such extra length of the bridge structure will be borne by Railway in addition to its share of the cost for the rest of the bridge and its approaches. If the provision for extra tracks is already a sanctioned scheme or included in the Works Programme the cost of extra length of bridge on that account shall also be shared on a 50:50 basis between the Railway and Road Authority.
- (v) If additional width of roadway is required by the Road Authority over and above the limits of the width specified in item (iii), the cost of this additional width will be borne

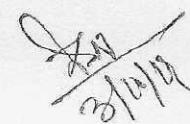
(a) Fully by the Road Authority for the length of the bridge required to span the existing tracks and the future tracks the provision of which has already been sanctioned or included in the Works Programme.

(b) Equally by the Road and Railway Authorities for any extra length provided for crossing additional railway tracks in future, not covered in (a) above.

The Railway will be responsible for the construction of the over or under-bridge proper across the tracks and the Road Authority for the construction of the approaches. On the actual completion of the work, a completion certificate for the work (excluding cost of land and structures thereon) giving the total cost of the work carried out by the Railway and by the Road Authority, separately, will be signed by the representatives of State Government/Road Authority and the Railway. The amount incurred by any party in excess of 50 per cent or its due share of the total cost will be reimbursed by the other party. With a view to ensure that the amount required to be spent in excess of the sanctioned share does not remain under suspense in the books of the party responsible for the execution of the works, arrangement will have to be made in with the State Government/Road Authority for adjustment in the same year's accounts through transfer transactions of any amount spent by either party in excess of its share of the cost of the bridge.


3.10.2015


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उत्तर प्रदेश UTTAR PRADESH

FA 221200

Memorandum of Understanding(MOU)

This Memorandum of Understanding (MOU) is made at Lucknow on this day of 03.. October, 2019 amongs Dedicated Freight Corridor Corporation Limited, a company Registered under the Companies Act, 1956 having it's registered office at 5th floor, Pragati Maidan Metro Station Building Complex, New Delhi through sri Anshuman Sharma, Director, Project planning (herein refer as DFCCIL/First Party); And the Governor of Uttar Pradesh through Sri Girijesh Kumar Tyagi, Special Secretary, Public Works Department , Government of Uttar Pradesh, Lucknow (herein after referred to as GoUP/Second Party); And The President of India through Sri V.P. Singh, Chief Bridge Engineer, Northern Railway, New Delhi (hereinafter referred to as Railway/Third Party).

Whereas the DFCCIL/First Party is executing the work of construction of Dedicated Freight Corridor from Ludhiana to Dankuni. There are 29 Nos of Road Over Bridges (ROBs) are to be constructed in Uttar Pradesh on Dedicated Freight Corridor route;

And whereas the GoUP/second party is the state of Uttar Pradesh, being the state in whose territorial jurisdiction the ROBs are to be constructed;

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And whereas the Railway/third party is the Railway administration in whose operational jurisdiction, the ROBs shall lie.

And whereas the ROBs are to be constructed on cost sharing basis between Railway, DFCCIL and GoUP on 25:25:50 share (except cost of land, structures on land and diversion of services in approach portion which are to be fully borne by Uttar Pradesh Government at their own cost) as per para 1816 of Engineering Code. The extract of para 1816 of engineering code is enclosed as Annexure-2 to this MOU.

Out of these 29 ROBs, 8 ROBs falls in Northern Railway (NR) jurisdiction. Details of 8 ROBs to be constructed on Northern Railway are enclosed as Annexure-1 to this MOU.

The summarized position of financial share of Zonal Railway, DFCCIL and GoUP is as follows:

Brief Details	Zonal Railway	Railway Share (Rs. in Crores)	DFCCIL Share (Rs. in Crores)	Land Cost (Rs. in Crores)	GoUP Share (Rs. in Crores)	Differential Cost (Rs. in Crores)	Total Advance to State Govt (Rs. in Crores)
1	2	3	4	5	6	7	8=6+7
08* ROBs	NR	51.80	51.80	78.29	103.60	8.52	112.12

*The cost mentioned above are tentative which may vary after detailed design and estimate.

And whereas, First and Third Party are pursuing to construct these 8 ROBs however, the Second party has expressed their inability to immediately bear their portion of expenses of construction of ROBs due to non-availability to of funds.

Now therefore the First party has agreed to provide an advance of Rs. 112.12 Crores to the Second party for construction of these 8 ROBs on following terms and conditions:

- a) The advance will be adjusted over a period against differential cost of construction of ROB/RUBs sanctioned by Ministry of Railways/DFCCIL in Uttar Pradesh, to be constructed in future.
- b) The Second party will submit an account of advance payment to the First and third parties after every six months.

- c) The third party will act as nodal officer being major stake holder. The adjustment of above advance against future ROB works has to be ensured by Second and third parties.
- d) The First party shall ensure that these ROBs works are sanctioned in Railway Work Programme (Pink Book) before transfer of fund to Second party.
- e) 15% of the amount shall be released by the First party to Second party at the time of signing of this MOU. Balance advance shall be released as follows:
 - i) On completion of 20% works- further 20% payment
 - ii) On completion of 40% works- further 20% payment
 - iii) On completion of 60% works- further 20% payment
 - iv) On completion of 80% works- further 20% payment
 - v) On completion of 90% works- further 5% payment.
- f) The second party shall ensure that the fund given by first party will be used for construction of these 8 ROBs or such other ROBs on the DFCCIL route(s) at the option of DFCCIL.
- g) These 8 ROBs need to be completed in a time bound manner, the programme for which will be separately finalized and jointly signed by all the three parties, which will become addendum to this MOU.
- h) The differential cost of Rs. 8.52 Crores shall be adjusted on completion of these 8 ROBs on submission of utilization certificate by the second party to first and third parties.
- i) The balance amount of Rs. 103.60 Crores shall be adjusted by third party against the differential cost payable to second party for the ROB works sanctioned by the Ministry of Railways/DFCCIL to be taken up by the second and third parties in future or refunded to first Party by the second party as agreed between them.
- j) The balance amount as stated in para (i) above may also be adjusted at the option of DFCCIL by third Party and first Party against the amount payable to second Party. This act will be done by Mutual Consent of all parties.
- k) The cost of ROBs are tentative, which may vary after detailed design and estimation.

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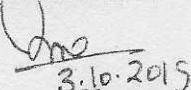
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- l) Fund shall be released only when the Government of Uttar Pradesh has accorded the administrative and financial sanction to the ROB projects envisaged in MOU.
- m) This MOU shall remain valid from the date of its execution till the final settlement of accounts. However this MOU may be terminated by mutual consent.
- n) Dispute, if any, arisen shall be settled by mutual discussion by the Parties.
- o) GoUP has issued the G.O. No.1461E/23-11-2019-209(8)/2018, dated 01-10-2019 for this purposes.

IN WITNESS WHERE OF, the parties have set and subscribe their hands in the presence of the witnesses mentioned herein below:

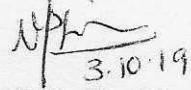
For and on behalf of
Deicated Freight Corridor
Corporation Ltd.


3.10.2019
(Anshuman Sharma)
Director/PP /DFCCIL

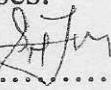
For and on behalf of Governor
of Uttar Pradesh

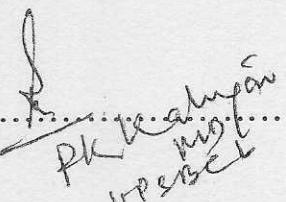

3/10/19
(Girijesh Kumar Tyagi)
Special Secretary/PWD
Government of Uttar Pradesh

For and on behalf of President of
India


3.10.19
(V.P. Singh)
Chief Bridge Engineer
Northern Railway

Witnesses:

1.  S. N. Joshi, GGM/ROB/EC/DFCCFL

2.  P.K. Mehta, ^{Project Manager}
_{DFCCIL}

State - U.P.

ROBs CONSENTED EARLIER TO BE SANCTIONED

Railway - NR

Annexure 11^a

S.No.	LC No.	District	Section	IR KM	Year of Sanction	PB Item No.	Cost (Rs. in Lacs)*			Cost (Rs. in Lacs)*			
							Approaches cost (excluding land & other items not shared by Railway)	Cost of land & other items not shared by Rly	Total Cost (Incl. Land)	Total shareable Cost	Railway share	DFCCIL share	State Share (excluding Land & other items not shared by Railway)
1	2	3	4	5	6	7	8	9	10	11(8+9+10)	12(11+9)	13(12+4)	14(12+4)
1	41/C	Meerut	SKF-KAT	93/2/3	2013-14	360 of 2019-20	1485.60	1737.45	1064.71	4307.76	2550.31	637.58	637.58
2	43 A	Muzaffar nagar	SKF-KAT	99/0/1	2016-17	354 of 2019-20	1529.14	915.82	1405.89	3850.85	2935.03	733.76	733.76
3	46	Muzaffar nagar	KAT-MSP	104/7/8	2013-14	354 of 2019-20	1086.98	685.04	1246.06	3018.08	2333.04	583.26	583.26
4	75	Saharanpur	THZ-TPZ	156/7/8	2013-14	338 of 2019-20	1444.56	916.60	1384.07	3745.23	2828.63	707.16	707.16
5	78	Saharanpur	THZ-TPZ	163/13/14	2013-14	338 of 2019-20	1560.19	945.92	1384.06	3890.17	2944.25	736.06	736.06
6	79	Saharanpur	NGL-TPZ	165/5/6	2013-14	339 of 2019-20	1514.94	865.39	1239.21	3619.54	2754.15	688.54	688.54
7	84	Saharanpur	TPZ-SRE	175/27/29	2013-14	339 of 2019-20	1475.63	614.04	1098.92	3188.59	2574.55	643.64	643.64
8	90-A/C	Saharanpur	PKY-SSW	189/13/15	2013-14	346 of 2019-20	1115.45	1129.06	685.52	2930.03	1800.97	450.24	450.24
							11212.49	7329.32	9508.46	28550.25	20720.93	5180.23	5180.23
													10360.47
													852.03

* The cost mentioned above is tentative which may vary after detailed design and estimate.

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Extract of para 1816 of Engineering Code

1816. If an existing busy level crossing originally provided at Railway's cost is to be replaced by a road over or under bridge the apportionment of the cost of replacement will be as under

- (i) The Railway will bear 50 per cent of the total cost of the over or under-bridge including approaches. The total cost would include the cost of diversion of road, sewers, cables, gas and water mains, etc., but would exclude the cost of acquisition of any land and structures thereon required for approaches or diversities.
- (ii) The Road Authority will bear 50 per cent of the total cost of over or under-bridge including, approaches, etc., as referred to above and the cost of acquisition of any land required for approaches and diversions and structures thereon.
- (iii) For two Lane Bridge on other than National Highways, the bridge width shall provide for 7.5m carriageway plus a minimum of 1.5m footpath on either side wherever required as per provisions of IRC-5, 1998. For two lane bridges on National Highways, the overall width shall be provided equal to the full roadway width of approaches subject to a limit of 10m for hill roads, and 12m for other cases inclusive of crash barrier and/or footpath. The carriageway shall be 9.5m wide with two raised herbs of 0.75m OR 7.8m with two footpaths of 1.5m each on either side; total width limited to 12m between the outer faces of railing kerbs inclusive of the crash barrier. For four lane bridge on National Highways, the overall width of bridge deck shall be limited to roadway width approaches with distance between the inner kerb lines in the median portion equal to the median width of approaches; total width limited to 24m (9.75+4.5+9.75) between the outer faces of railing kerbs. The provision of cross slopes, median, footpath width, crash barrier shall be as per stipulations & requirements of MOSRTH Circular No. RW/NH/33044/2/88/S&R dt. 09.05.2000 read along with the provision of clause 112 of IRC:5-1998.

(Authority Railway Board's file No. 2002/CEJ/BRO/64 (Policy) dt 19.02.2008

- (iv) If provision is required to be made in the bridge structure for crossing additional railway tracks in future, the cost of such extra length of the bridge structure will be borne by Railway in addition to its share of the cost for the rest of the bridge and its approaches. If the provision for extra tracks is already a sanctioned scheme or included in the Works Programme the cost of extra length of bridge on that account shall also be shared on a 50:50 basis between the Railway and Road Authority.
- (v) If additional width of roadway is required by the Road Authority over and above the limits of the width specified in item (iii), the cost of this additional width will be borne

(a) Fully by the Road Authority for the length of the bridge required to span the existing tracks and the future tracks the provision of which has already been sanctioned or included in the Works Programme.

(b) Equally by the Road and Railway Authorities for any extra length provided for crossing additional railway tracks in future, not covered in (a) above.

The Railway will be responsible for the construction of the over or under-bridge proper across the tracks and the Road Authority for the construction of the approaches. On the actual completion of the work, a completion certificate for the work (excluding cost of land and structures thereon) giving the total cost of the work carried out by the Railway and by the Road Authority, separately, will be signed by the representatives of State Government/Road Authority and the Railway. The amount incurred by any party in excess of 50 per cent or its due share of the total cost will be reimbursed by the other party. With a view to ensure that the amount required to be spent in excess of the sanctioned share does not remain under suspense in the books of the party responsible for the execution of the works, arrangement will have to be made in with the State Government/Road Authority for adjustment in the same year's accounts through transfer transactions of any amount spent by either party in excess of its share of the cost of the bridge.

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3.10.2019

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31/10/19



उत्तर प्रदेश UTTAR PRADESH

FA 221202

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is made at Lucknow on this day of October, 2019 amongs Dedicated Freight Corridor Corporation Limited, a company Registered under the Companies Act, 1956 having it's registered office at 5th floor, Pragati Maidan Metro Station Building Complex, New Delhi through sri Anshuman Sharma, Director, Project planning (herein refer as DFCCIL/First Party); And the Governor of Uttar Pradesh through Sri Girijesh Kumar Tyagi, Special Secretary, Public Works Department , Government of Uttar Pradesh, Lucknow (herein after referred to as GoUP/Second Party); And The President of India through Sri N.K.Jha, Chief Engineer/RSW, East Central Railway, Hajipur, Bihar (hereinafter referred to as Railway/Third Party).

Whereas the DFCCIL/First Party is executing the work of construction of Dedicated Freight Corridor from Ludhiana to Dankuni. There are 29 Nos of Road Over Bridges (ROBs) are to be constructed in Uttar Pradesh on Dedicated Freight Corridor route;

And whereas the GoUP/second party is the state of Uttar Pradesh, being the state in whose territorial jurisdiction the ROBs are to be constructed;

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And whereas the Railway/third party is the Railway administration in whose operational jurisdiction, the ROBs shall lie.

And whereas the ROBs are to be constructed on cost sharing basis between DFCCIL, Railway and GoUP on 25:25:50 share (except cost of land, structures on land and diversion of services in approach portion which are to be fully borne by Uttar Pradesh Government at their own cost) as per para 1816 of Engineering Code. The extract of para 1816 of engineering code is enclosed as Annexure-2 to this MOU.

Out of these 29 ROBs, 08 ROBs falls in East Central Railway (ECR) jurisdiction. Details of 08 ROBs to be constructed on East Central Railway are enclosed as Annexure-1 to this MOU.

The summarized position of financial share of Zonal Railway, DFCCIL and GoUP is as follows:

Brief Details	Zonal Railway	Railway Share (Rs. in Crores)	DFCCIL Share (Rs. in Crores)	Land Cost (Rs. in Crores)	GoUP Share (Rs. in Crores)	Differential Cost (Rs. in Crores)	Total Advance to State Govt (Rs. in Crores)
1	2	3	4	5	6	7	8=6+7
08 ROBs	ECR	110.77	110.77	39.37	221.54	48.09	269.63

And whereas, First and Third Party are pursuing to construct these 08 ROBs however, the Second party has expressed their inability to immediately bear their portion of expenses of construction of ROBs due to non-availability to of funds.

Now therefore, the First party has agreed to provide an advance of Rs. 269.63 Crores to the Second party for construction of these 08 ROBs on following terms and conditions:

- The advance will be adjusted over a period against differential cost of construction of ROB/RUDs sanctioned by Ministry of Railways/DFCCIL in Uttar Pradesh, to be constructed in future.
- The Second party will submit an account of advance payment to the First and third parties after every six months.

- c) The third party will act as nodal officer being major stake holder. The adjustment of above advance against future ROB works has to be ensured by Second and third parties.
- d) The First party shall ensure that these ROBs works are sanctioned in Railway Work Programme (Pink Book) before transfer of fund to Second party.
- e) 15% of the amount shall be released by the First party to Second party at the time of signing of this MOU. Balance advance shall be released as follows:
 - i. On completion of 20% works- further 20% payment
 - ii. On completion of 40% works- further 20% payment
 - iii. On completion of 60% works- further 20% payment
 - iv. On completion of 80% works- further 20% payment
 - v. On completion of 90% works- further 5% payment.
- f) The second party shall ensure that the fund given by first party will be used for construction of these 08 ROBs or such other ROBs on the DFCCIL route(s) at the option of DFCCIL.
- g) These 08 ROBs need to be completed in a time bound manner, the programme for which will be separately finalized and jointly signed by all the three parties, which will become addendum to this MOU.
- h) The differential cost of Rs. 48.09 Crores shall be adjusted on completion of these 08 ROBs on submission of utilization certificate by the second party to first and third parties.
- i) The balance amount of Rs. 221.54 Crores shall be adjusted by third party against the differential cost payable to second party for the ROB works sanctioned by the Ministry of Railways/DFCCIL to be taken up by the second and third parties in future or refunded to first Party by the second party as agreed between them.
- j) The balance amount as stated in para (i) above may also be adjusted at the option of DFCCIL by third Party and first Party against the amount payable to second Party. This act will be done by Mutual Consent of all parties.
- k) The cost of ROBs are tentative, which may vary after detailed design and estimation.

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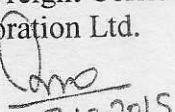
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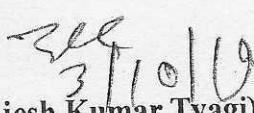
- l) Fund shall be released only when the Government of Uttar Pradesh has accorded the administrative and financial sanction to the ROB projects envisaged in MOU.
- m) This MOU shall remain valid from the date of its execution till the final settlement of accounts. However this MOU may be terminated by mutual consent.
- n) Dispute, if any, arisen shall be settled by mutual discussion by the Parties.
- o) GoUP has issued the G.O. No.1461E/23-11-2019-209(8)/2018, dated 01-10-2019 for this purposes.

IN WITNESS WHERE OF, the parties have set and subscribe their hands in the presence of the witnesses mentioned herein below:

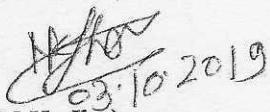
For and on behalf of
Deicated Freight Corridor
Corporation Ltd.


Anshuman Sharma
Director/PP, DFCCIL
31.10.2015

For and on behalf of Governor
of Uttar Pradesh

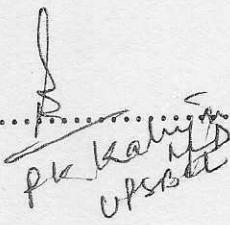

(Girijesh Kumar Tyagi)
Special Secretary/PWD
Government of Uttar Pradesh

For and on behalf of President of
India


(N.K. Jha)
Chief Engineer/RSW, East
Central Railway, Hajipur, Bihar.
02.10.2019

Witnesses:

1.  S. N. Joshi, GGM/ROB/EC/DFCCIL

2.  P.K. Kalita
U.P.S.B.R.

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ROBS CONSENTED EARLIER TO BE SANCTIONED

Railway - ECR

APPENDIX II

L.C. No.	District	Section	In KM	Year of Sanction	PB Item No.	Cost (Rs. in Lacs)					Railway / DFCCIL Due to U.P. Govt.	Remarks	
						Approach Position Cost	Railway Position Cost	Land Acquisition	State Liability	Total Cost (Excl. Land)			
2	3	4	5	6	7	8	9	10	11	12(8+9+10)	13 (12-10)	14 (13/2)	15 (14-2)
70C	Chandauli	KMS-SYJ	644/5-7	2015-16	286 OF 2016-17	3647.05	1804.37	866.49	4513.54	6317.91	5451.42	2725.71	921.34
71C	Chandauli	KMS-SYJ	645/7-9	2015-16	313 of 2016-17	3008.37	1475.73	1031.04	4039.41	5515.14	4484.1	2242.05	766.32
74 C	Chandauli	SYJL-CDMR	651/17-19	2015-16	291 of 2016-17	2916.25	1503.00	144.54	3060.79	4563.79	4419.25	2209.625	705.625
75C	Chandauli	SYJ-CDMR	653/19-21	2015-16	285 of 2016-17	4808.25	2588.30	805.78	5614.03	8202.33	7396.55	3698.275	1109.975
76C	Chandauli	CDMR-SSLT	656/9-11	2015-16	299 of 2016-17	3301.65	1624.28	547.53	3849.18	5473.46	4925.93	2462.965	838.635
78 C	Chandauli	CDMR-GAQ	661/19-21	2015-16	307 of 2016-17	3197.21	1440.60	167.21	3364.42	4804.42	4637.21	2318.605	878.605
81	Chandauli	GAQ-I-OC	667/35-37	2015-16	279 of 2016-17	2404.39	1555.00	157.51	2561.9	4116.90	3959.39	1979.693	424.695
83 BT	Chandauli	GAQ-MGS	669/21-23	2015-16	230 of 2016-17	3679.95	5354.15	216.83	3896.78	9230.93	9134.1	4517.05	-837.1
		Total				26963.12	17344.83	3936.93	30940.85	48244.23	43307.95	22151.98	4149.15

One 3.10.2015

3.10.2015

See Bl 10119

John
03.10.2019

St. John

Extract of para 1816 of Engineering Code

1816. If an existing busy level crossing originally provided at Railway's cost is to be replaced by a road over or under bridge the apportionment of the cost of replacement will be as under

- (i) The Railway will bear 50 per cent of the total cost of the over or under-bridge including approaches. The total cost would include the cost of diversion of road, sewers, cables, gas and water mains, etc., but would exclude the cost of acquisition of any land and structures thereon required for approaches or diversities.
 - (ii) The Road Authority will bear 50 per cent of the total cost of over or under-bridge including, approaches, etc., as referred to above and the cost of acquisition of any land required for approaches and diversions and structures thereon.
 - (iii) For two Lane Bridge on other than National Highways, the bridge width shall provide for 7.5m carriageway plus a minimum of 1.5m footpath on either side wherever required as per provisions of IRC-5, 1998. For two lane bridges on National Highways, the overall width shall be provided equal to the full roadway width of approaches subject to a limit of 10m for hill roads, and 12m for other cases inclusive of crash barrier and/or footpath. The carriageway shall be 9.5m wide with two raised herbs of 0.75m OR 7.8m with two footpaths of 1.5m each on either side; total width limited to 12m between the outer faces of railing kerbs inclusive of the crash barrier. For four lane bridge on National Highways, the overall width of bridge deck shall be limited to roadway width approaches with distance between the inner kerb lines in the median portion equal to the median width of approaches; total width limited to 24m (9.75+4.5+9.75) between the outer faces of railing kerbs. The provision of cross slopes, median, footpath width, crash barrier shall be as per stipulations & requirements of MOSRTH Circular No. RW/NH/33044/2/88/S&R dt. 09.05.2000 read along with the provision of clause 112 of RC-5-1998.

(Authority Railway Board's file No. 2002/CEJ/BRO/64 (Policy) dt19.02.2008

- (iv) If provision is required to be made in the bridge structure for crossing additional railways tracks in future, the cost of such extra length of the bridge structure will be borne by Railway in addition to its share of the cost for the rest of the bridge and its approaches. If the provision for extra tracks is already a sanctioned scheme or included in the Works Programme the cost of extra length of bridge on that account shall also be shared on a 50:50 basis between the Railway and Road Authority.
 - (v) If additional width of roadway is required by the Road Authority over and above the limits of the width specified in item (iii), the cost of this additional width will be borne

(a) Fully by the Road Authority for the length of the bridge required to span the existing tracks and the future tracks the provision of which has already been sanctioned or included in the Works Programme.

(b) Equally by the Road and Railway Authorities for any extra length provided for crossing additional railway tracks in future, not covered in (a) above.

The Railway will be responsible for the construction of the over or under-bridge proper across the tracks and the Road Authority for the construction of the approaches. On the actual completion of the work, a completion certificate for the work (excluding cost of land and structures thereon) giving the total cost of the work carried out by the Railway and by the Road Authority, separately, will be signed by the representatives of State Government/Road Authority and the Railway. The amount incurred by any party in excess of 50 per cent or its due share of the total cost will be reimbursed by the other party. With a view to ensure that the amount required to be spent in excess of the sanctioned share does not remain under suspense in the books of the party responsible for the execution of the works, arrangement will have to be made in with the State Government/Road Authority for adjustment in the same year's accounts through transfer transactions of any amount spent by either party in excess of its share of the cost of the bridge.

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3.10.2019

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03.10.2019