



उत्तर प्रदेश UTTAR PRADESH

GR 657898

MEMORANDUM OF UNDERSTANDING- MOU

This MOU made on this 06th day of November 2023 between..... NTPC Ltd TANDA, District Ambedkar Nagar of the one Part (hereinafter called the FIRST PARTY) and Chief Project Manager Gorakhpur, UP state Bridge Corporation Limited of the other part (hereinafter called the SECOND PARTY or "The Executing Agency"), The terms and expression of the FIRST PARTY and SECOND PARTY, wherever used of occurring in these presents shall always, unless express or by necessary implication executed by or contrary to the subject of context mean include their legal representatives, successors in office.

Uttar Pradesh State Bridge Corporation Ltd. (UPSBC Ltd.) was set up by the Government of Uttar Pradesh in 1973.

Where as, the FIRST PARTY has desired to get construction of rail over bridge (ROB) at railway level crossing No. 13B between Akbarpur- Tanda Road (State Highway 30 A) in district Ambedkar Nagar.

And whereas, the SECOND PARTY at the instance of the FIRST PARTY has agreed to undertake the above work.

And whereas, the parties of this MOU have also found it necessary and expedient to reduce the terms and conditions of construction into an MOU NOW, therefore, this MOU witnesses as follows:

बी० सी० पलेइ/B. C. POLAI

मुख्य महाप्रबन्धक

Chief General Manager

एनटीपीसी लि० टाण्डा/NTPC Ltd. Tanda

विद्युत नगर/Vidyut Nagar

अम्बेडकर नगर/Ambedkar Nagar

पिन-224238 (उ०प्र०)/Pin-224238, (U.P.)

Beepi

Sant Raj

(संतराज)

मुख्य परियोजना प्रबन्धक

उ०प्र० राज्य सेतु निगम लि०, गोरखपुर

Terms & Conditions: -

1. The proposed Rail Over Bridge is to be constructed on the basis of MoU (Memorandum of Understanding) between UP State Bridge Corporation Limited and NTPC Ltd. Tanda.
2. The construction work of Rail Over Bridge is to be done on State Highway-30A, which comes under the purview of Uttar Pradesh Public Works Department. After the completion of the construction work of Rail Over Bridge, this bridge and all other structures will be handed over by the executing agency to the Uttar Pradesh Public Works Department for future maintenance.
3. Rail over bridge (ROB) shall be constructed on deposit work basis and the construction work of said rail over bridge will be fully borne by NTPC Ltd. (one time funding basis).
4. Estimated cost of construction of said rail over bridge (ROB) as per drawing & specification is Rs.5630.56 lakh (Rupees-Fifty six crore thirty lakh fifty six thousands only including GST/Other Taxes). The estimated cost is inclusive of maintenance for a period of 4 years (Rs. 92.37 Lakh) and land acquisition cost (Rs. 165.98 Lakh). The onus of land acquisition for said proposal lies with executing agency. If due to any reason there is an increase in cost of land acquisition, the same will have to be borne by NTPC Ltd. on actual basis.
5. That the SECOND PARTY (i.e. U.P. State Bridge Corporation Ltd.) shall complete the work within **a period of Eighteen (18) months** if the FIRST PARTY (i.e. NTPC Ltd. Tanda) releases the installments without any delay and in case of delay due to natural calamity, litigations, Fire, earthquake and other causes beyond the control of the SECOND PARTY a suitable time extensions shall be granted accordingly. The time extension shall be granted at the discretion of the First Party and at no additional Cost. Cost Escalation due to delay in release of fund shall be payable by NTPC Ltd. Tanda

The entire expenditure for the construction of Rail Over Bridge will be borne by NTPC Ltd., Tanda and the payment of the amount will be released to the executing agency in installments and utility certificates will be made available to NTPC Ltd Tanda by UP State Bridge Corporation Limited. The details of payment terms shall be:

- Ist phase - After the contract is awarded i.e. LOA is placed & against the demand letter - **58%** of award value
- IInd phase - After the first 6 months (on Submission of the utilization certificate of the money released earlier i.e. of Ist phase)- **18%** of award value.
- IIIrd phase - After 12 months (on Submission of utilization certificate of the money released earlier i.e. IInd phase)- **24%** of award value. (BG value of 5% of total cost of project shall be submitted during releasing fund of IIIrd phase.)
- After Completion of 100% of work The B.G. shall be released to UPSBC Ltd.

That the SECOND PARTY Shall execute the work as per sanctioned estimate and the Second party may deploy any other agency for the execution of the project. Since the project will be executed on EPC basis, hence the drawing shall be submitted by Second Party duly vetted by IIT.

बी० सी० पलेइ/ B. C. POLAI
मुख्य महाप्रबन्धक
Chief General Manager
एनटीपीसी लि० टाण्डा/ NTPC Ltd. Tanda
विद्युत नगर/ Vidyut Nagar
अम्बेडकर नगर/ Ambedkar Nagar
पिन-224238 (उ०प्र०)/Pin-224238 (U.P.)

(संतराज)
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उ०प्र० राज्य सेतु निगम लि०, गोरखपुर

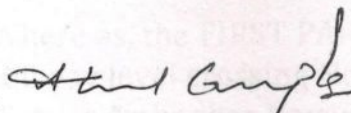
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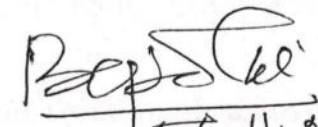
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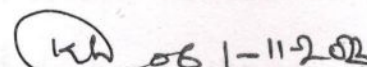
7. That any technical defect occurring within the period of one year shall be rectified by the SECOND PARTY at its own cost.
8. The Safety of work & man power is prime essence during executing the work and totally taken care by SECOND PARTY.
9. Although the rail line passing through the level crossing 13 B is used only by goods trains for transportation of coal for NTPC Ltd Tanda, but in view of the overhead line being under the control of the Railway Department, no objection certificate is required from the Railway Department for the construction work of the railway portion. The approval of the No objection certificate etc. will be processed Jointly by NTPC and the executing agency i.e., UP State Bridge Corporation Limited.
10. The onus to obtain any permission, clearance from any other government agency is in the scope of executing agency i.e. SECOND PARTY.
11. That any matter not covered by the agreement will be mutually settled by the parties to the agreement.
12. Dispute Resolution:
 - 12.1 In case of any dispute or differences arising between the Parties arising out of or in relation to this Agreement, the parties shall use their best efforts to settle such dispute through Mutual Consultation/Good Faith Discussions.
 - 12.2 If the parties fail to resolve such a dispute or differences by Mutual Consultation/Good Faith Discussions, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSES Disputes (AMRCD) as mentioned in DPE Office Memorandum No.4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications, and amendments, issued from time to time.


In witness where of both the parties here to have signed this MOU on this day 06th November of 2023.....In presence of witness.

Signatures of Witnesses

1. 
6.11.23


06.11.2023
बी० सी० पलेइ/B. C. POLAI First Party
मुख्य महाप्रबन्धक
Chief General Manager NTPC Ltd. Tanda
एनटीपीसी लि० टाण्डा/NTPC Ltd. Tanda
विद्युत नगर/Vidyut Nagar
अम्बेडकर नगर/Ambedkar Nagar
पिन-224238 (उ०प्र०)/Pin-224238 (U.P.)

2. 
06.11.2023


Second Party 06.11.2023

U.P. State Bridge Corporation Limited

(संतराज)

मुख्य परियोजना प्रबन्धक
उ०प्र० राज्य सेतु निगम लि०, गोरखपुर