

MoU between IWAI and M/s Jindal Power Ltd. For transportation of project cargo and ODC

M/s Jindal Power Ltd.(JPL) is setting up Hydro-electric Power Plants in Arunachal Pradesh. M/s JPL has entered into a Memorandum of Understanding with Inland Waterways Authority of India (IWAI) on 10th February, 2010 for transportation of their project cargo, construction material and Over Dimensional Cargo, etc., through Inland Waterways. As per MoU, IWAI will provide necessary assistance to M/s JPL in transportation their cargo through National Waterway Nos. 1&2.

MoU has been signed by Shri Sudhesh Kumar Shahi, Secretary on behalf of IWAI and by Shri Himadri Biswanath Ganguly, Vice President (Hydro) on behalf of Etalin Hydro Electric Power Company Limited (A Joint Venture of Jindal Power Ltd. & M/s Hydropower Development Corporation of Arunachal Pradesh).



Text of the Memorandum of Understanding

This Memorandum of Understanding made on this **10th day of February, 2010** between

1. Inland Waterways Authority of India, a statutory body under Ministry of Shipping, Govt. of India, with its head office at A-13, Sector-1, Noida - 201301 (U.P.) through Shri Sudhesh Kumar Shahi, Secretary hereinafter referred to as IWAI which expression shall, wherever the context permits, include their representatives and permitted assigns; and
2. Etalin Hydro Electric Power Company Limited_ with its registered office at C/o Kogey Commercial Complex, Zero Point Tinali, Itanagar, Papum Pare District, PIN-791111 Arunachal Pradesh through Shri Himadri Biswanath Ganguly, Vice President (Hydro)) hereinafter referred to as EHEPCL which expression shall, wherever the context permits, include its representatives and successors, and permitted assigns.

WHEREAS :

- i) IWAI is the apex body for development and regulation of inland waterways under the Ministry of Shipping, Government of India, with the role of a provider, facilitator and regulator of the Inland Water Transport sector in the country.
- ii) EHEPCL is a Joint Venture of M/s Jindal Power Ltd and Hydropower Development Corporation of Arunachal Pradesh (A Govt of Arunachal Pradesh Enterprise) has been set up with the objective of generating electric power production by commissioning hydro-electric power plant at Etalin, Dibang Valley District Arunachal Pradesh and desirous of using the Inland National Waterways

by deploying suitable cargo vessels to be procured / hired from Indian/Overseas sources in course of time.

- iii) EHEPCL has identified the Haldia/ Kolkata/ Guwahati to Sadiya and Dholai to Sadiya on National Waterway No.1, 2 and Indo Bangladesh Protocol route for movement of project cargo / ODC required for their upcoming power plant at Etalin, Dibang Valley District, Arunachal Pradesh.
- iv) In view of the technical expertise and the local knowledge of waterways in India possessed by IWAI and the requirement of the cargo movement by EHEPCL for setting up of power plant, the two parties have decided to cooperate to jointly work towards realizing the objective of transportation of bulk cargo i.e. building material, over dimensional cargo through inland water transport mode and this MOU is made to record the terms of such cooperation.

NOW THEREFORE IN CONSIDERATION OF THE COVENANTS HEREIN THIS UNDERSTANDING WITNESSETH AS UNDER :

Definitions :

1. In this MOU, unless the context otherwise requires, the following expressions shall have the following meaning and any definition introduced elsewhere in this MOU shall also apply throughout the MOU.

The '**MOU**' and or '**Understanding**' means this MOU including any exhibit or other document attached to or referred to herein.

'**NW**' means an Inland Waterway of India designated as a National Waterway

'**NW-1**' means inland waterways from Allahabad (in UP) to Haldia (in West Bengal) over river Ganges/Bhagirathi/Hooghly.

'NW-2' means inland waterways from Dhubri (in Assam) to Sadiya (in Assam) over river Brahmaputra.

'Indo-Bangladesh Protocol route' means inland waterways connecting Kolkata (in West Bengal) with Dhubri (in Assam) and over waterways in India and Bangladesh.

'Over Dimensional Cargo (ODC)' means cargo which is beyond standard measure as defined in the Guidelines for Movement of ODC in National Waterways and Indo-Bangladesh Protocol route issued by IWAI.

'Party' means one of the parties to this MOU individually and **'Parties'** means both the parties collectively.

Co-operation and support from the Parties

2. IWAI will provide assistance to EHEPCL in undertaking its cargo movement through its vessels using National Waterways and Indo-Bangladesh Protocol route and for safe & timely delivery of cargo at destination.
3. IWAI will support the endeavor by providing the following upon payment of suitable charges fixed by IWAI from time to time :
 - a. Information on development of navigable waterways from time to time.
 - b. Navigational charts and maps of the waterways that EHEPCL may require for their cargo movements from time to time, on chargeable basis.
 - c. Provide fairway to vessels of EHEPCL which have draft requirement as per the development plan of the IWAI.
 - d. Provide pilots to facilitate safe movement of the vessels.

- e. Provide floating jetty/ terminal for berthing of the vessels and for cargo handling at Sadiya, Dhola, Dibrugarh, Tezpur etc. Permanent terminals of IWAI can also be utilized by for cargo handling of EHEPCL.
 - f. Provide support to EHEPCL vessels, in case of any distress.
 - g. Provide EHEPCL facilities for mooring of the vessel at IWAI terminals.
 - h. Assist EHEPCL in approval and other facilitation with government agencies, wherever applicable or mutually agreed.
 - i. Assist EHEPCL for safety and security of cargo by coordinating with concerned State Governments.
 - j. Assist EHEPCL for safety and security of cargo by coordinating with Bangladesh Inland Water Transport Authority (BIWTA), Govt. of Bangladesh.
 - k. Inform EHEPCL, applicable taxes/duties/charges payable within the Indo-Bangladesh Protocol route and other inland water transport related charges payable in India.
 - l. Develop suitable jetty for berthing and handling of project cargo at Sadiya / Dhola ghats on NW-2.
 - m. Provide latest available survey data of Dibang river to EHEPCL and render suitable advice regarding IWT upstream of Sadiya upto Nizam Ghat.
4. In respect of the transport service planned by EHEPCL, IWAI will provide following specific assistance.

- a. Assistance in timely crossing of all pontoon bridges, lock gates and / or other hindrances, if any, with any official charges payable by EHEPCL.
 - b. Provide the existing floating terminals enroute locations between Haldia/ Kolkata/ Guwahati to Sadiya and Dhola to Sadiya for use by EHEPCL vessels for cargo services. However, the financial implications on providing facilities on specific demand at new locations will be paid by EHEPCL.
5. EHEPCL will support the endeavor through the following:
- a. The tentative / approximate cargo to be transported through IWT is attached herewith as Annex-1.
 - b. Arrange inland vessels and their operations either owned by them or arranged through other IWT/ logistic operator(s)
 - c. Arrange custom clearance, transit permit and other statutory clearance for cargo.
 - d. Facilitate and provide support to IWAI to produce promotional material for promotion of cargo movements by IWT mode.
 - e. EHEPCL will develop on its own a parking place for cargo trucks at desired locations.
 - f. EHEPCL will pay the user charges to IWAI for use of terminals, other facilities, waterways etc. as may be fixed by IWAI from time to time.

Confidentiality

6. Parties will maintain full confidentiality as reasonably possible and required of all aspects of this cooperation and the technical, operational and commercial information of each other that may come into hands of either Party during the term of this Understanding.
7. The conditions of confidentiality under this clause will survive the term of this understanding.

Representation & Entirety

8. Each of the Parties represents and confirms that it is fully empowered by its respective; Board of Directors and by delegation of executive authority, if any, to execute this MOU and that the interest of any third party will not be adversely affected by this MOU.
9. This MOU constitutes the entire agreement between the Parties on the subject and substitutes any other previous written or oral agreements between them and it may be modified only by a specific written document signed by the Parties.

Further Agreements

10. (a) Both parties will with work full sincerity and in good faith to implement the intent of this MOU and towards this end further agreement and any other measures as considered necessary, from time to time will be undertaken expeditiously.

- (b) This MOU is valid for a period of 11 years from the date of signing of this MOU and based on the performance, this MOU may be considered for extension for a further period on mutually agreed terms on request of EHEPCL.

Miscellaneous

- 11. The Parties have entered into this MOU purely on a principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the Parties, nor shall the Parties constitute an Association of Persons or be agents of each other.

Difference in perception / understanding

- 12. Parties shall endeavor to resolve any difference in perception / issue / matter arising out of or in relation to this MOU or performance or non-performance of their respective obligations as envisaged in this MOU through mutual discussion.
- 13. If the Parties are not able to resolve or settle any such difference or issues or matter through mutual discussions, then these may be referred to the Chairman of IWAI, whose decision shall be final and binding on the Parties.

Termination

- 14. The MOU may be terminated by the parties due to any of the following reasons to be notified in writing by the party who desires to terminate.
 - (a) Either party may terminate the MOU by serving sixty (60) days prior notice; or
 - (b) Both parties may mutually terminate this MOU; or

- (c) In the event of EHEPCL failing to execute the project due to reasons beyond their control; or
- (d) In the event of project being cancelled or temporarily kept in abeyance by order of any Court, Government of India or the State Government; or
- (e) At any point of time during the validity of this MOU, if the balance cargoes could not be transported through Inland Water due to any reason beyond the control of any of the parties.

Copies

14. The MOU is made in two originals, one each for both the Parties.

IN WITNESS WHEREOF this MOU has been entered into and concluded on the date first above mentioned.

Signed on behalf of

Etalin Hydro Electric Power Company Limited
by

(Himadri Biswanath Ganguly)
Vice President (Hydro)

Signed on behalf of

Inland Waterways Authority of India
by

(Sudhesh Kumar Shahi)
Secretary

In the presence of witness :

1.

1.

ETALIN PROJECT.

A. List of materials required for construction of the Etalin

Sl.no.	Material	Unit	Quantity
1.	Cement	Ton	10,00,000
2.	Steel (Reinforcement & Structural, other steel items)	Ton	1,00,000

B. ODC Items :

1. Dimensions of the ODC equipment is expected to be :

- a) Maximum weight – 80 tonnes
- b) Maximum width of the equipment packages is expected to be between 6.5 to 6.75 meters
- c) Maximum height of the equipment packages is expected to be between 6. to 6.25 meters.

2. a) **From 2012 to 2015**

- i) For movement of Cement and Steel. These loads will be carried by 9 tonner trucks and 16 wheeler trailers.

b) **From 2016 to 2020**

- i) For movement of Cement and Steel. These loads will be carried by 9 tonner trucks and 16 wheeler trailers.
- ii) For movement of Electro-Mech and Hydro-mech equipment. These equipments will be carried by trucks, high bed and low bed trailers etc.

Average Frequency of the truck and trailers is expected to be as follows:

- i) 9T Trucks : 100 per day
- ii) 36 Tonners: 16 wheeler -- 10 -16 per week

iii) Special Hydraulic multi axel trailers -- 7 per week between 2016 to 2020

3. No of ODC packages is expected to be about 200 nos.
