

MEMORANDUM OF UNDERSTANDING

BETWEEN

INLAND WATERWAYS AUTHORITY OF INDIA

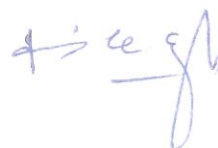
AND

INDIAN PORT RAIL & ROPEWAY CORPORATION LTD.
(IPRCL)

FOR

PMC SERVICES FOR DEVELOPMENT OF RAIL
CONNECTIVITY TO IWT TERMINAL'S AT VARANSI,
SAHIBGANJ AND HALDIA

03rd SEPTEMBER, 2024



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) dated 03rd September 2024 is entered into:

BETWEEN

Inland Waterways Authority of India having its Head office at A-13, Sector -1, Noida U.P, 201301 (hereinafter referred as "IWAI"), an authority under Ministry of Port, Shipping & Waterways, Government of India for development and regulation of inland waterways for shipping and navigation and includes its successors and permitted assigns, hereinafter referred as **1st Party**

AND

Indian Port Rail & Ropeway Corporation Limited having its Corporate Office at 4th Floor, Nirman Bhavan, Mumbai Port Trust Building, M. P. Road, Mazgaon (E), Mumbai- 400 010 (hereinafter referred as "IPRCL"), a JV Company under Ministry of Ports, Shipping and Waterways, Government of India for development of rail-based infrastructure and includes its successors and permitted assigns, hereinafter referred as **2nd Party**

WHEREAS

- i. IWAI came into existence on 27th October 1986 for development and regulation of inland waterways for shipping and navigation. The Authority primarily undertakes projects for development and maintenance of IWT infrastructure on national waterways through grant received from Ministry of Port, Shipping & Waterways. IWAI has developed Multi Modal Terminals at Varanasi, Sahibganj and Haldia
- ii. IPRCL is a Joint Venture Company under the Ministry of Port, Shipping & Waterways, Government of India. IPRCL is currently engaged as Project Management Consultant as well as Project Implementing Agency for several Rail Infrastructure Projects for Rail Connectivity and allied civil works from concept to commissioning.

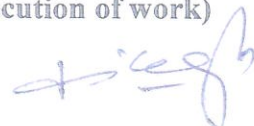
Now, therefore, the Parties hereby have reached the understanding as follows:

1. Both Parties have decided to enter into MOU for Project Management Consultancy beginning from concept to commissioning in connection with the rail connectivity for Multi Modal Terminal at Varanasi, Sahibganj and Haldia.
2. Pursuant to this MOU, a formal agreement shall be entered into between the two Parties on work to work basis for setting out the detailed scope of work and methodology of working as per fee (indicated below), terms and conditions as may be considered mutually acceptable to IWAI and IPRCL for successful execution of works. In general, the Projects shall be entrusted by IWAI to IPRCL with the following scope of work :

Stage – I: Feasibility Study

Stage-II: Detailed Project Report

Stage III: Project Management Consultancy (during execution of work)



Detail of Stages-of-payment against deliverables are given in Annexure •A• .

3. Objective:

3.1 The Prime objective associated with proposed MoU are as under:

- a) To Provide Rail connectivity to Multi-modal Terminal at Varanasi, Sahibganj and Haldia as on “as is where is basis”.
- b) To get necessary clearance/approvals from concerned Ministries and Central/State Govt. in respect of environment, forest, local issues including land acquisition etc. for timely execution of the work.
- c) Survey, studies etc. as felt essential for development, planning and designing of rail connectivity to Multi Modal Terminals shall be done by IPRCL.

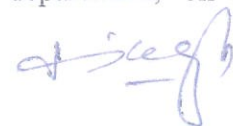
4. ROLES, RESPONSIBILITIES AND TERMS:

4.1 The Parties hereby agree to cooperate each other in order to successfully implement the Project. The roles and responsibilities of the Parties, along with other terms of the MoU are as under:

- a) The Parties further agree to share their expertise, knowledge and know-how with each other for developing the project.
- b) However, no Party shall incur or commit any financial obligation of any nature or commit any other obligation or commitment, on behalf of the other Party to any third party, pursuant to this MoU, without the prior written consent of the other Party.

ROLE of IPRCL

- a) IPRCL will work as a Project Management Consultant for all the works in connection with rail connectivity including obtaining the relevant Railway Ministry's clearance etc. mandatory for expeditious implementation of projects.
- b) IPRCL will prepare feasibility, Detailed Project Report and will execute the Project Management Consultancy work.
- c) IPRCL will prepare drawing of proposed alignment as per discussion plan, Survey of the alignment as approved on discussion plan and draft feasibility report, Detailed Project Report and its acceptance by IWAI and Railways and any other concerned department.
- d) IPRCL will monitor the Final Location survey and center line pegging of proposed alignment and submission of draft DPR to IWAI incorporating the Observations received on FSR from IWAI & Railways and submit land ownership details along with the existing structures and trees if any, and will assist IWAI in acquisition process.
- e) IPRCL shall prepare the Social Impact assessment and Environmental Management Plan and obtain clearance from the concerned department, on requirement of IWAI/World Bank.



- f) IPRCL shall also coordinate with M/s RITES for rail connectivity to MMT Haldia and Sahibganj and with M/s EPIL and M/s Aarvee Associates for rail connectivity to MMT Varanasi for existing data.
- g) IPRCL will be responsible for audit observation, CTE observation, Contractor's Claim and Arbitration, Defect Liability Period if any.
- h) The role of IPRCL shall be not limited to the above specified roles. The other roles and responsibilities are specified in "Annexure A" which is a part of this MoU.

ROLE of IWAI

- a) IWAI will instruct M/s RITES, M/s EPIL and M/s Aarvee Associates in this regard to make available all documents available with them to IPRCL.
- b) IWAI shall release funds to IPRCL as per the conditions specified in the Annexure A for executing the work smoothly.
- c) The land acquisition shall be done by IWAI on the recommendations of IPRCL. However, IPRCL shall assist IWAI in acquiring the land.

5. Cost & Expenses:

Unless otherwise agreed in writing between the Parties, each Party shall bear its own cost and expenses in connection with this MOU.

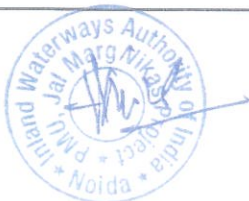
6. COMMENCEMENT:

This MOU will become effective on and with effect from the date of its execution by the duly authorized representatives of Parties and will remain in force from the date of signing and will be auto renewed for the periods unless rescinded with mutual consent.

7. AMENDMENT TO THE MOU:

- 7.1. No amendment to this MOU shall be valid or binding unless set forth in writing and duly executed by the Parties to this MOU.
- 7.2. Any notice or other written document required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given, if delivered personally or if transmitted by fax or other form of recorded communication to such party.
- 7.3. Notices shall be sent to the addressees as per their registered office addresses.

To Chief Engineer Inland Waterways Authority of India A-13, Sector -1, Noida U.P, 201301	To Director (Works) Indian Port Rail & Ropeway Corporation Limited. 4th Floor, Nirman Bhawan, Mumbai Port Trust Building, M. P. Road, Mazgaon (E), Mumbai - 400 010
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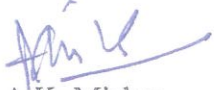
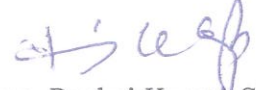
8. DISPUTE:

Any dispute or difference arising between the Parties in relation to or arising out of the subject matter of this MOU, will be settled by mutual discussions between the authorized representatives of the parties.

9. Applicable Laws:


This MoU shall be subject to all present and future laws of India, regulations, rules and orders of Governmental Authorities now or hereafter, having jurisdiction over the Parties and for any legal dispute and jurisdiction of court will be at Delhi. This MoU shall be governed by the extant Indian Laws in force.

IN WITNESS WHEREOF this MOU has been executed by the duly authorized representatives on the date first above written:

For and on behalf of IWAI  Name: A.K. Mishra Designation: Chief Engineer A.K. Mishra Chief Engineer (JMVP) Inland Waterways Authority of India (Ministry of Port, Shipping & Waterways, Govt. of India) A-13, Sector-1, Noida-201301 (U.P.)	For and on behalf of IPRCL  Name: Pankaj Kumar Singh Designation: Chief General Manager/Kolkata Pankaj Kumar Singh C.G.M. (Project) Indian Port Rail & Ropeway Corporation Ltd. (A JV Company under Ministry of Ports, Shipping and Waterways, Government of India) Subhash Bhavan, 40 C.G.R Road Kolkata-700043
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Witness:


1.


ARVIND KUMAR
DIRECTOR (JMVP)


2.

ANANT TYAGI
SR. CONSULTANT (CIVIL), JMVP

1)


Supandita
Sr. consultant
JwR

2)


KAROR SINGH, DY. DIR.

ANNEXURE A

The Terms of Payment of Fees to IPRCL and stages of disbursement/ procedures for undertaking projects entrusted by IWAI to IPRCL.

Stage-I - Feasibility Study and Reconnaissance Survey

Stage-II - Detailed Project Report

Stage-III - Detailed Engineering & Project Management Consultancy

A. Stage-I - Feasibility Study and Reconnaissance Survey

Fee: 0.50% of the cost of the work in Approved FSR

Manner of Payment: 0.25% of estimated cost of the work in FSR in advance and balance amount (0.50% of cost of the work in Approved FSR – 0.25% of estimated cost of the work) on approval of FSR from concerned Railway department, IWAI and any other department etc.

Deliverables

- Drawing of proposed alignment as per discussion plan and submission to IWAI and its acceptance.
- Survey of the alignment as approved on discussion plan and submission of drawing along with draft feasibility report and its acceptance by IWAI.
- Submission of feasibility report after incorporation of comments of IWAI.
- Approval from Railway and any other concerned department etc

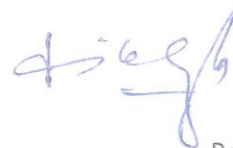
B. Stage-II– Detailed Project Report

Fee: 1.00% of the cost of the work in Approved DPR

Manner of Payment: 0.50% of the approved cost of the work in FSR in advance and balance amount (1.00% of Approved cost of the work in DPR – 0.50% of the approved cost of work in FSR) on approval of DPR from concerned Railway department, IWAI and any other concerned department etc.

Deliverables

- Final Location survey and center line pegging of proposed alignment and submission of draft DPR to IWAI incorporating the Observations received on FSR from IWAI & Railways
- Submission of land ownership details along with the existing structures and trees if any, and will assist IWAI in acquisition process.
- IPRCL shall prepare the Social Impact assessment and Environmental Management Plan and obtain clearance from the concerned department, on requirement of IWAI/World Bank.
- On receipt of approval of the draft DPR from IWAI preparation of DPR & Submission to IWAI& Railways.



- Approval of DPR from Railways and Submission of Final/revised DPR, if sought for by railway, incorporating the comments/ observations.

C. Stage-III- Detailed Engineering & Project Management Consultancy by IPRCL and its fee structure

SI No	Deliverables	PMC Fee 7.00 % (Seven Percent) of Final executed value
1	Detailed Engineering and Tender Documents consisting of detailing & design of bridges, curves, followed by Geo-technical Investigation.	10% of PMC fee based on approved DPR Cost adjustable on final executed value
2.	Calling of Tenders, evaluation and award of contract.	10% of PMC fee based on approved DPR Cost adjustable on final executed value
3	Project supervision including certification of bill and quality control, monitoring of contract.	70% of PMC fee based on approved DPR Cost adjustable on final executed value. This will be adjustable from advance with IPRCL on each on account bill paid to the agency.
4	On completion of work and closing of contracts	Balance of 7% of final executed value

Note:

- In addition to above, IPRCL shall also coordinate with M/s RITES for rail connectivity to MMT Haldia and Sahibgnaj and with M/s EPIL and M/s Aarvee Associates for rail connectivity to MMT Varanasi for existing data. IWAI will instruct M/s RITES, M/s EPIL and M/s Aarvee Associates in this regard to make available all documents available with them to IPRCL.
- **Fund Regulation:** IWAI will release funds as imprest (in a specified bank account of any scheduled bank) as per the following stages-
- **For FSR-** 0.25% of estimated cost of the work in FSR in advance and balance amount (0.50% of cost of the work in Approved FSR – 0.25% of estimated cost of the work) on approval of FSR from concerned Railway department, IWAI and any other department etc.
- **For DPR-** 0.50% of the approved cost of the work in FSR in advance and balance amount (1.00% of Approved cost of the work in DPR – 0.50% of the approved cost of work in FSR) on approval of DPR from concerned Railway department, IWAI and any other concerned department etc.
- **For PMC Work-** 20% (Twenty percent) of the estimated cost in approved DPR to IPRCL against submission of Indemnity Bond of appropriate amount, to discharge the expenditure towards carrying out the works of project by the contractors/subcontractors/agencies/vendors engaged by IPRCL on behalf of IWAI for the projects.

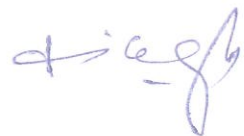
Interest accruing to such funds shall be credited to IWAI. The format of Indemnity bond which will be submitted by IPRCL for the above purpose.

The expenditure incurred thereafter towards carrying out the works of the project shall be adjusted from the imprest. When 80% of the imprest is utilized, IPRCL shall submit the utilization certificate. Further imprest as per utilization certificate will be paid/ released to IPRCL to make the total imprest 20% of the estimated cost. This procedure of release of fund shall be repeated whenever 80% of the total imprest paid to IPRCL is utilized and utilization certificate submitted by IPRCL. The utilization certificates should be supported by authenticated documents including statement of priced quantities executed and payments made to the various Suppliers/ parties including contractors/sub-contractors/ agencies/ vendors engaged by IPRCL for the project.

The release of Payment should commensurate with the actual physical progress as per the Bill of Quantity mutually accepted. A payment Schedule may be prepared for this purpose. IPRCL shall submit quarterly expenditure report showing the details of expenditure as per payments made to the contractors/sub- contractors/ agencies/ vendors from imprest received from IWAI.

On the completion of project, IPRCL shall submit final expenditure statement showing the details of final payment made to the contractors/sub-contractors/ agencies/vendors engaged by IPRCL for the project and supported by authenticated documents i.e. copy of final bill etc.

- IPRCL will be responsible for audit observation, CTE observation, Contractor's Claim and Arbitration, if any. However, the cost of Contractor's claim / Arbitration shall be borne by IWAI.
- **Defect Liability:** IPRCL shall be responsible for rectification of defects, if any, during defects liability period of 12 (Twelve) months after completions of works.
- **Progress Review:** IPRCL shall furnish within 30 days from the date of issue of Letter of Award by IWAI Bar Chart as per the provisions for completion schedule. In addition, IPRCL shall furnish monthly progress report to Engineer-In-Charge to IWAI in the form of **Bar Chart** identifying various mile stones w.r.t completion schedule, to IWAI by 7th day of every month for the monthly review.
- **Taxes and Duties:** IPRCL will ensure that all ~~taxes & levies~~ (including GST, surcharge and Cess there on as applicable) and surcharge on taxes, duties & levies, insurance charges, license fees etc., including statutory variations during the currency of the contract applicable on transactions between IPRCL and contractors appointed by IPRCL, if any, shall be payable directly by IPRCL or Contractors appointed by IPRCL and IWAI will not have any liability whatsoever on this account.



The Description of 'Responsibility' viz. a viz "Whose Responsibility" and Clarification thereof, is shown in "Remarks" column as below:

S.no	Job Responsibility	By	Remarks
1	Completion of Detailed design and drawing for all civil works, rail tracks structures etc. and obtaining Approval as applicable.	IPRCL	
2	Land Acquisition if involved	IWAI	IPRCL will assist in preparation of land plan and provide land ownership details and assist IWAI in land acquisition process.
3	Submission of detailed specification, BOQ and estimate for all works.	IPRCL	Cost estimate to be prepared based on current DSR/ prevalent SOR of IPRCL/Railway rates/market rate analysis in case of non scheduled items with suitable remark about justification of rate.
4	Preparation of detailed tender document including NIT	IPRCL	
5	Approval of Sl. No. 1,2 & 3	IPRCL	Under intimation to IWAI
6	Notification of NIT in News Paper	IPRCL	
7	Receipt of Tenders	IPRCL	
8	Evaluation including preparation of Briefing notes.	IPRCL	
9	TC recommendation by IPRCL witnessing or observing by IWAI	IPRCL	
10	Acceptance/Approval of tender evaluation statement & recommendation	IPRCL	
11	Preparation of draft LOI on contractor	IPRCL	
12	Placement of LOI on contractor	IPRCL	
13	Preparation of draft Agreement	IPRCL	
14	Signing of Agreement with Contractor	IPRCL	On behalf of IWAI against IWAI's power of attorney
15	Project supervision and quality control monitoring of contract. Certification of bill by IPRCL	IPRCL	
16	Acceptance of Bill & Payment to contractors.	IPRCL	IPRCL will pay the bill to contractor after duly checked and certified and a copy of the same to be submitted to IWAI
17	On completion of work and closing of contracts	IPRCL	IPRCL will initiate proposal for closure of contract with all relevant documents and submit the proposal to IWAI