

ଓଡ଼ିଶା ओडिशा ODISHA

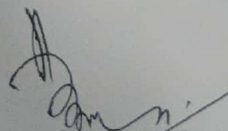
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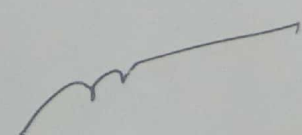
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FIRST PARTY, WORKS DEPARTMENT, GOVERNMENT OF ODISHA
AND
THE SECOND PARTY, MAHANADI COALFIELDS LIMITED (MCL)
(A Subsidiary of Coal India Limited)
A Mini Ratna Company

For

“Construction of 4-lane carriageway road with service road of Belpahar bypass from 0/000 to 2/971 Km in the District of Jharsuguda.”

THIS MEMORANDUM OF UNDERSTANDING (here in after referred to as MOU) is entered into on4th...day of ..March.., 2020 between Works Department, Government of Odisha, Bhubaneswar-751001 represented through its Chief Engineer (DPI & Roads) herein after called the 'First Party' for which expression, shall unless repugnant to the context shall mean and include its successors-in-interest and permitted assignees of the **FIRST PART**:


Chief Engineer
DPI & Roads


महाप्रबंधक (सिविल) / विप्लवाध्वज
GENERAL MANAGER (CIVIL) / HOB
एम.सी.एल, जागृति विहार, बुर्ला



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And

The Mahanadi Coalfields Limited (MCL) THE SECOND PARTY (A Subsidiary of Coal India Limited), P.O.- Jagruti Vihar, Burla, Dist-Sambalpur, PIN-768020, represented through its General Manager (Civil) / HOD for the project mentioned above for which expression shall unless repugnant to the context includes its successors and permitted assignees of the SECOND PART.

The First Party, Works Department, Government of Odisha and MCL, the Second Party are herein after collectively referred to as PARTIES and individually as PARTY.

THE FIRST PARTY, Works Department, Government of Odisha, Bhubaneswar works in the area of development of roads, buildings and bridges in the state of Odisha under the jurisdiction of the First Party.

THE SECOND PARTY, MCL is entrusted with coal extraction from the coal mines of the State of Odisha. under the Memorandum of Understanding with the FIRST PARTY, the SECOND PARTY is willing to provide all financial support required for construction of the above project.

The terms and conditions of the Memorandum of Understanding (MOU) and the roles and responsibilities of each of the constituent parties are as stated below:

[Signature]

Chief Engineer
CPI & R

महाप्रबंधक (सिविल) / विभागाध्यक्ष
GENERAL MANAGER (CIVIL) / HOD
म.स.एल., जाग्रुति विहार, बर्ला

NOW THIS AGREEMENT WITNESSETH:

ARTICLE-1: Role, Responsibility & Obligation of the First Party

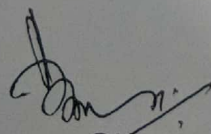
- 1.1. Pre-construction activities like Land acquisition, forest clearance, tree cutting and utility shifting etc. required for the project will be done by the First Party, entire cost towards which, will be borne by the Second Party. The maintenance cost after completion of the project will be borne by the Second Party, till it is transferred to the Book of PWD, Govt. of Odisha, for further maintenance.
- 1.2. Required staff and other logistic support for preconstruction activities, as and when required, will be engaged by the First Party till completion of the project.
- 1.3. The Collector-cum-District Magistrate, Jharsuguda will render of his good office, assistance to the First Party in land acquisition and obtaining required forest clearance.
- 1.4. The DPR for the project will be prepared by the First Party.
- 1.5. The tender will invited, finalized and awarded by the First Party as per the provisions of O.P.W.D. Code.
- 1.6. The work will be executed under the supervision of the First Party.


ARTICLE-2: Role, Responsibility & Obligation of the Second Party

- 2.1 The cost for preparation of DPR will be deposited by the Second Party with the First Party in full. The details of the establishment charges for preparation of DPR are elaborated as under:-

Components of work	Percentage rate of Establishment charges
1. Preparation of detailed drawing, reports and estimates / scrutiny of estimates / scrutiny of bills/ approval of plan	3%
2. Preparation of structural designs / technical sanction	1%
Total	4%

- 2.2 The Second Party will accord financial sanction to the Project.


Chief Engineer
DPI & Roads


महाप्रबंधक (सिविल)/ विभागाध्यक्ष
GENERAL MANAGER (CIVIL)/ HOO
एम.पी.एल. जागतिक विहार, बर्ला

2.3.

- a) The Second party shall place funds in three instalments of 30%, 40% and 30% of the total allocated amount over the project implementation period subject to realization of 75% UC of previous released amount.
 - b) The first instalment of the 30% of the administratively approved amount will be deposited by the second party with the first party in two phases i.e. 15% just after signing of MOU and balance 15% prior to commencement of tendering process.
 - c) For price escalation, payment shall be made as per the terms of the contract of the project. Separate Demand Note may be put-up to the Second Party for deposit of the amount to the First Party to the said effect.
- 2.4 The Second Party shall nominate one representative of theirs as Member of the Tender Committee.

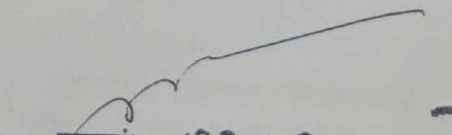
ARTICLE -3: Time period of each activity.

- 3.1 Process of preconstruction activities like land acquisition, forest clearance, tree cutting, utility shifting etc. will be initiated immediately after signing of MOU and deposit of first instalment by the second party. After physical possession of the land for construction, tendering process shall be initiated. The project period will be four years out of which, one year will be implementation period in field and balance three years will be the defect liability period.

ARTICLE -4:

- 4.1 Prior to taking up of the works, the estimate will be counter signed by the authorized signatory of the Second Party as a token of acceptance. However, the Second Party shall in no way be responsible for the accuracy of the drawings, estimate or design considerations which shall be the sole responsibility of the First Party.
- 4.2 Charges on account of rendering general services and use of administrative tools in the First Party will be levied as establishment charges for the Preparation of DPR & Execution of the works @10% on works expenditure and will be included in the estimate.
- 4.3 The First Party does not accept responsibility for unavoidable and reasonable excess, such as would be caused by excess tender premium, cost of escalation for labour, materials and POL, rise in the price of labour or materials, by authorized alterations of designs for safety and durability, or by other factors which could not be foreseen at the time of preparation of the initial estimate prepared.


Chief Engineer
RPI & Roads


महाप्रबंधक (सिविल)/ विभागाध्यक्ष
GENERAL MANAGER (CIVIL)/ HOD
एम.पी.एल, जागति विहार, बुर्ला

- 4.4 The Financial liabilities arising out of any contractual litigation & legal expenses, if any, arising directly or incidental to the works contract taken up against deposit, will be borne by the Second Party.
- 4.5 The necessary funds for execution of the works shall be realized and paid to the designated Executive Engineer for this purpose in instalments as mentioned before. The First Party will not be responsible for any increase in cost or damage to the uncompleted work, caused by temporary stoppage of work.
- 4.6 The sums deposited by the Second Party will be none- interest bearing,
- 4.7 The deposits on account of this work will not be utilized in any manner other than the work against which the amount is deposited.

ARTICLE - 5: Chief Nodal Officers

- 5.1 Chief Engineer (DPI & Roads), Odisha will be the Chief Nodal Officer on behalf of First Party & GM(C)/HOD, will be the Chief Nodal Officer for the Second Party for this assignment. Each Chief Nodal Officer may nominate Nodal Officer (S) from their respective wing for carrying out different activities from time to time, as may be deemed necessary.

ARTICLE - 6:

"Any dispute/difference between the parties shall always be tried to be resolved by mutual discussion/consultation. If the parties are unable to resolve the difference, then the same shall be settled by referring to the Dispute Resolve Board. The decision of the Dispute Resolve Board shall be binding upon the parties, provided, however, any party aggrieved by such decision can take shelter under the court of law for the redressal of their grievance".

IN WITNESS WHEREOF THE PARTIES HERE TO NAMELY THE FIRST PARTY, WORKS DEPARTMENT, GOVERNMENT OF ODISHA AND MCL, THE SECOND PARTY HAVE SIGNED AND EXECUTED THIS MOU in the presence on the date and the year first above mentioned.

FOR
THE FIRST PARTY, WORKS DEPARTMENT,
GOVERNMENT, OF ODISHA (FIRST PARTY)

Name: Er. Anil Kanta Tripathy

Designation: Chief Engineer (DPI & Roads)

Date: 4th March'2020

Place: Bhubaneswar

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

FOR
MAHANADI COALFIELDS LIMITED
(SECOND PARTY)

Name: Arun Kumar Sharma

Designation :- General Manager(Civil)/HOD

Date: 4th March'2020.

Place :- MCL, HQ, BURLA.

महाप्रबंधक (सिविल)/विभागाध्यक्ष
GENERAL MANAGER (CIVIL)/HOD
एम.सी.एल, जागृति विहार, बुर्ला
संबलपुर/ Sambalpur-768022