

No: RITES/PU-Ranchi/CCL/Magadh/Forest/2024/196

Date: 14.05.2024

To,
Divisional Forest Officer
Latehar Forest Division

Sub: Work done for construction of Magadh Railway siding under Latehar Forest division on Forest land (104.28 Ha) without prior permission of Competent Authority.

Ref: i) Your letter dated 23.04.2024, 03.05.2024 and 07.05.2024
ii) RITES' letter dated 08.05.2024 and email dated 10.05.2024.

Dear Sir

It is a fact that proposed alignment of Magadh Railway siding passes through the village of chetar, Ara, Seregada, Chamaatu and Phulbasiya. Formation work of Magadh Railway siding has been executed in full knowledge of CCL official as per their advice/instructions. During execution of work, there were frequent interactions including meeting and site visits by CCL officials, which have been recorded and circulated from time to time. Unfortunately, copy of the referred case number 455/2019 is not available with RITES as the same has not been served to RITES.

It is a fact that CCL has awarded Magadh Railway siding work to RITES as a Project Management Consultant. As per the provision of agreement with CCL, RITES is working as a Power of Attorney Holder/Agent for and on behalf of CCL. RITES has awarded Railway siding work outside Railway land boundary to M/s Royal ITL (JV) for and on behalf of CCL.

Item wise compliance of the issues raised in your letter is furnished as under:

1. CCL has already provided copy of relevant documents vide their letter even no.- 551 dated 07.05.2024.
2. RITES is in complete disagreement with the facts furnished in CCL's letter 551 dated 07.05.2024. Magadh Railway siding work was started only after due consultation with CCL officials. CCL communicated to RITES vide latter number GM/C(IC)/M&A/2017/234 dated 04.09.2017 for taking up construction activities of railway siding work. They were monitoring the progress of work on regular basis through meetings and site inspections. Weekly progress report of work was being submitted by RITES to CCL on regular basis. CCL has released fund for payment of on accounts bill to the executing agency. During execution of work, CCL officials have visited sites and MoM on progress of work was drawn and circulated. RITES is in possession of all relevant letters including

Transforming to GREEN

परियोजना ईकाई, राँची, २५२/सी, मार्ग सं०-१ सी, अशोक नगर, राँची - ८३४००२, ई-मेल : rpo-ranchi@rites.com

Project Unit Office, Ranchi, 252/C, Road No.1C, Ashok Nagar, Ranchi - 834002, +91- 6513505530

Regd. Office : SCOPE Minar, Laxmi Nagar, Delhi - 110 092 (India) पंजीकृत कार्यालय - स्कोप मिनार, लक्ष्मीनगर, दिल्ली, ११० ०९२ (भारत)

CORPORATE OFFICE : Shikhar, Plot no. 01, Sector - 29 Gurugram, Haryana, India - 122 001 कार्पोरेट कार्यालय : शिखर, प्लॉट नं. १, सेक्टर-२९, गुरुग्राम, हरियाणा, भारत - १२२ ००१

दूरभाष / TELEPHONE: 0124-2571660, फैक्स / FAX : 0124-2571660, Website : www.rites.com

CIN - L74899DL1974GOI007227



MoM circulated to CCL from time to time. Finally, CCL advised RITES to stop all construction activities in forest area of Magadh Railway siding, when matter was escalated by forest department. Accordingly, RITES issued a letter to M/s Royal ITL (JV) on 18.12.2019 to stop all the construction activities of Magadh railway siding in forest area.

3. As mentioned earlier, CCL vide their referred letter had intimated that section 11 for land acquisition has already been completed for Magadh Railway siding and requested RITES for taking needful action, so that construction work could be started by RITES at the earliest. Thereafter, during execution of work matter has been deliberated on regular basis on progress of work through weekly progress report and also as a follow up action through letters on compliance of CCL's official instructions.

The moment RITES was intimated by CCL to stop the work in forest land, RITES issued later to executing agency for stopping the construction activities on forest land vide letter dated 18.12.2019. Entire construction activities in forest land have been stopped since 18.02.2019.

It is our humble submission that the alleged forest offence has been committed unknowingly by executing agency of RITES under full view of CCL and hence proceedings against the forest offence case no. 455/2019 may kindly be dropped. RITES hereby assure that no such action will be repeated in future.

Thanking you,

Yours faithfully,



(D S Negi)

Group General Manager/C



Fuelling Sustainable Growth

CENTRAL COALFIELDS LTD.

सेन्ट्रल कोलफील्ड्स लिमिटेड

(भारत सरकार का एक उपक्रम / कोल इंडिया लि. की एक अनुषंगी कंपनी)

पंजीकृत कार्यालय : दरभंगा हाउस, रौंजी 834 001 (झारखण्ड)

CIN : U10200JH1956GOI000581

महाप्रबंधक कार्यालय, मगध-संघमित्रा क्षेत्र

पोस्ट-बचरा, थाना-पिपरवार, जिला-चतरा, झारखण्ड-829201

Email: gmmgsccl@gmail.com

Website: www.centralcoalfields.in

Reference No: *Gm(m-s)/8ectt-Forest/24/551* Date: *07/05/2024*

To,
The Divisional Forest Officer,
Latehar Forest Division.

Subject: Regarding Work done for construction of Magadh Railway Siding under Latehar Forest Division on forest land (104.28 ha) without prior permission of competent authority reg.

Reference: your letter no 558; Dated: 23.04.2024

Dear Sir,

With reference to the above-mentioned letter, the details sought by you are being submitted for your kind perusal.

In light of above letter Documents sought are as under:

- MoU Between CIL & M/s Rites. Ltd; Dated 30th July 2015 (Copy enclosed as Annexure I)
- Work Award letter from CCL to M/s Rites. Ltd, vide No GM(C)/IC/WO/Magadh/2016/236; Dated 14th July 2016 (Copy enclosed as Annexure II)
- Agreement of Work between M/s RITES Ltd and M/S Royal ITL (JV), vide Agreement RITES/RPO-KOL/CCL-Magadh/Civil & P Way/PKG-III/2018/500; Dated 11th June 2018 (Copy enclosed as Annexure III)

Further Chronology of Events is as under:

- MoU Between CIL & M/s Rites. Ltd was signed on 30th July 2015.
- Work was awarded to M/s RITES Ltd vide W/o No GM(C)/IC/WO/Magadh/2016/236; Dated 14th July 2016.
- Agreement of Work was signed between M/s RITES Ltd and M/S Royal ITL (JV), vide Agreement RITES/RPO-KOL/CCL-Magadh/Civil & P Way/PKG-III/2018/500; Dated 11th June 2018

Vanner

- d) M/s Royal – ITL (JV) has started the work on 06.07.2018
e) The work has been stopped since 18th Dec 2019

As soon as it came to knowledge of CCL officials that some inadvertent deviation has occurred in respect of provisions of FC Act 1980, the work was immediately stopped on instruction of CCL Officials, and no further work has been allowed to be done in that area till the time forestry clearance is obtained. Accordingly it may please be noted that no CCL officials is directly involved/responsible for inadvertent construction of Magadh Railway Siding on forest land under Latehar Forest Division without prior permission of competent authority. Further the Executing MS RITES Ltd, being the Public Sector Undertaking, is supposed to abide by all prevalent law of land including FC Act 1980.

However as per our information as gathered, following persons were deputed for execution of work of Railway Siding Construction by M/s RITES Ltd and M/s Royal-ITL (JV) during then above period.

- 1) Mr Somen Kumar Dey, Dy General Manager, M/s RITES Ltd
- 2) Mr M M Akbari, then Sr Dy General Manager, M/s RITES Ltd
- 3) Mr Krishna Yadav, Site Engineer, M/s RITES Ltd
- 4) Mr Vaibhav Jain, Director, M/s Royal-ITL (JV)
- 5) Mr Niranjana Kumar, Site In-Charge, M/s Royal-ITL (JV)


Thanking you in anticipation.

Enclosure: As above.

Yours truly,


07.5.24

General Manager

 Magadh Sanghmitra Area, CCL

Annexure I

Docu Manual LtrCMDS-MOUwithRITES-030815



कोल इंडिया लिमिटेड
COAL INDIA LIMITED
सिविल इंजीनियरिंग विभाग

CIVIL ENGINEERING DIVISION

Coal Bhawan, Premises No.04-1111, AF-III
Action Area 1A, New Town, Rajarhat, Kolkata, PIN-700 156.
(कॉर्पोरेट आईडी : Corporate Id No.- L23109WB1973GOI028844)

ई मेल : (E.mail): gmcivil1@coalindia.in

GM (C)/IC/2015/381
14.08.2015

Ref. No. CIL/ Civil/ 187/RITES/212

Date: 04-08-2015

To
The Chairman-Cum-Managing Director,
ECL/ BCCL/CCL/ WCL/NCL/ SECL/ MCL/ CMPDI
G.M., NEC, Margherita, Assam.

Dear Sir,

Sub: Memorandum of Understanding between Coal India & RITES for
Project Management Consultancy of all Rail Infrastructure &
Allied Civil Works of Coal India Limited – Renewal 2015.

Enclosed kindly find here with the copy of MoU executed by Coal India & RITES on
30-07-2015 for a period of 05 (Five) years i.e. up to 30-07-2020. This MoU has been
extended after expiry of previous MoU on 27th June, 2015.

Encl: As stated

Yours faithfully,

(R.Koul)

General Manager (Civil)/HoD

Copy to:

1. CVO, CIL.
2. Director (Tech), ECL/ BCCL/CCL/ WCL/NCL/ SECL/ MCL/ CMPDI
3. TS to Chairman, CIL
4. TS to Director (Tech), CIL.
5. Chairman cum Managing Director, M/s RITES Ltd. RITES Bhawan, Plot No. 1,
Sector 29, Gurgaon-122 001 (Haryana)
6. General Manager (Civil)/ G.M. (Siding), ECL/ BCCL/CCL/ WCL/NCL/ SECL/ MCL/
CMPDI
7. Group General Manager, M/s RITES Ltd., Regional Project Office, Metro Railway
Service Building (2nd floor), 56- C.R. Avenue, Kolkata- 700 012.
8. General Manager (Finance), CIL, Kolkata.
9. Office copy.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) dated 30th July, 2015 is entered into:

BETWEEN

Coal India Limited, hereinafter referred to as "CIL", Kolkata - 700156, a Company incorporated under Companies Act, 1956 (No. 1 of 1956) having its Head office at New Town, Rajarhat, Kolkata- 700156 and includes its successors and permitted assigns

AND

MITES LIMITED having their Registered Office at Scope Minar, Laxmi Nagar, Delhi-110092 hereinafter referred as "MITES" and includes its successors and permitted assigns,

CIL and MITES may be referred to individually as "Party" and collectively as "Parties".


WHEREAS

- i) The CIL is a Govt. of India Undertaking under the Ministry of Coal and is a **MAHARATNA** Company with expertise in the field of coal mining and leading producer and supplier of coal to Power, Steel and other Sectors.
- ii) MITES Ltd is a Government Of India Enterprise under the Ministry of Railways and is a **MINIRATNA**, specialist in Traffic & Economic Studies, Engineering Surveys, Geology & Geo-tech Studies, Environment Engineering, Contract Management & Construction Supervision for multi-disciplinary projects for buildings, airports, Railways, rope-ways, Ports, Highways and Bridges including Town planning, Training & operation and maintenance of locos i.e. rolling stocks, wagons and rail tracks. MITES Ltd. is currently engaged in several Merry Go Round/Rail Infrastructure Projects for providing Project Management Consultancy including operations and Maintenance of rolling stock and track Maintenance for Rail Connectivity and allied civil works. In these sectors consultancy are broadly dealt with MITES Ltd. beginning from concept to commissioning.

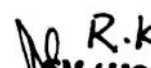
....P/2


P. K. Pal

Gt. General Manager (P)
MITES Limited
Project Office, Kolkata


J. VICTOR
Sr. Engineer / Tech. Officer to GP
CIL, RITES Limited
(as per the MOU/SA Govt. of India Enterprise)
CIL, RITES Limited, Sector-28,
Gurgaon-122 002 (Haryana)


Chief Manager (E&M)
Civil Engg. Divn.
COAL INDIA LTD.


R. KOUL
GM / HOD (Civil)
Civil Engg. Divn.
COAL INDIA LTD.



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

1. Both parties have decided to enter into an MOU for Project Management Consultancy beginning from concept to commissioning, in connection with the up-gradation/ renovation and new rail connectivity for their existing & new coal mining areas including their washeries at various places of their subsidiaries and North Eastern Coalfields.
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 & conditions as may be considered mutually acceptable and necessary for successful execution of the works. Generally the projects shall be entrusted by CIL/Subsidiary Companies to RITES Ltd. with following fee structures

Stage-I: Feasibility Study – 1% of the Estimated cost of work. (Shall be based on rough indicative cost-estimate prepared by RITES Ltd.), detailed in Annexure 'A' of CIL& RITES Ltd. MOU. The feasibility study of the project is to be approved by Subsidiary companies.

Stage-II: Detailed Project Report- 1.5% of the Estimated cost of work. (Shall be based on estimate prepared by RITES Ltd.) detailed in Annexure 'A' of CIL& RITES Ltd. MOU.

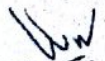
Stage-III: Project Management Consultancy (execution of work) : PMC fee 8.00% (Eight point Zero percent) of awarded value/ executed value, whichever is less : as detailed in Annexure 'A' of MOU between CIL& RITES Ltd.


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

Service Tax as legally leviable shall be payable extra.


3. RITES Ltd will work as a Project Management Consultant of all works entrusted in connection with rail infrastructure and allied civil works including road, all sorts of bridges, box-culverts etc. connected thereto for CIL's subsidiaries and obtain the relevant Railway Ministry's acceptance of such proposals, which are mandatory for expeditious implementation of projects for the entrusted works.
4. The execution cost of the work shall be payable by RITES to the contractor for & on behalf of CIL/Subsidiary, who would be awarded the execution job by RITES and bills of contractor to be paid after due certification by M/s RITES Ltd.

....P/3


Palash Pal
Gr. General Manager (P)
RITES Limited
Project Office, Kolkata


जे. विक्टर / J. VICTOR
ज्योती अधिकारी/Tech. Officer to DP
राज्य निदेश / RITES Limited
(एन एल ई एन एन) / (A Govt. of India Enterprise)
प्लॉट नं. 1, सेक्टर-28, RITES भवन No 1, Sector-28,
पुणे-411 001 (महाराष्ट्र) / Gurgaon-122 001 Haryana


Chief Manager (E&M)
Civil Engg. Divn.
COAL INDIA LTD.


R. KOUL
GM/HOD (Civil)
Civil Engg. Divn.
COAL INDIA LTD.



5. Cost & Expenses :

Unless otherwise agreed in writing between the parties, each party shall bear its own cost & expenses in connection with this MOU.

6. Duration :

This MOU shall remain in force for the period of 5(five) years from the date of signing.

7. Applicable Laws :

This MOU shall be governed by the Indian Laws.

8. Notices :

Any notices, request or other communication required or permitted to be given under this MOU shall be in writing in English language addressed to each other as follows :

To
Director (Technical)
Coal India Limited
Coal Bhawan
New Town, Rajarhat
Kolkata- 700156 (West Bengal)

To
Director (Projects)
RITES Ltd.
RITES Bhawan
Plot No. 1, Sector-29,
Gurgaon-122001, Haryana.

9. This MOU shall not be rescinded by either party, except with the prior written consent of the other party.

10. Confidentiality :


Each party agrees to treat as confidential and trade secret all documents and other information and negotiations concerning technical, economic and marketing information of the other party in connection with this MOU and shall not disclose or make public any such information unless prior consent and approval of the other party is obtained in order to disclose the same. However, these restrictions shall not be applicable in respect of any publicly available information.

Representation and Warranties

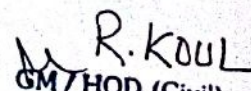
- a. Each Party to this MOU has the necessary power, authority and legal right and title to execute and deliver this MOU and to perform and observe the terms and provisions hereof.
- b. All authorization including corporate authorization required by each party in connection with the execution, delivery and performance of its obligation have been obtained and are in full force and effective and legally valid and binding.

...P/4


Palab Pal
Gr. General Manager (P)
RITES Limited
Project Office, Kolkata


जे. विक्टर / J. VICTOR
हजारीजी अधिकारी/Tech. Officer to DP
एनएस रिटिड / RITES Limited
(एनएस एनएस एन एस/IA Govt. of India Enterprises)
एनएस एनएस का-1, सेक्टर-29/RITES Bhawan No 1, Sector 29,
गुर्गाँव-122 001(हरियाणा)/Gurgaon-122 001 (INDIA)


Chief Manager (E&M)
Civil Engg. Divn.
COAL INDIA LTD.


R. KOUL
GM/HOD (Civil)
Civil Engg. Divn.
COAL INDIA LTD.



-4-

11. **Settlement of Dispute:** Any Dispute or difference including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.

If amicable settlement cannot be reached then all the disputed issues shall be settled by arbitration as provided in Clause 12.

12. **Arbitration:** In the event of any disputes or differences arising between RITES Ltd and the Owner (CIL/ Subsidiary) in connection with Contract the provisions of DPE office Memorandum No.4(1)/2011-DPE(PMA)-GL dated 12.06.2013 or its amendments for settlement of Commercial disputes shall be applicable.

Notwithstanding the existence of any dispute or difference and / or reference for the arbitration, the RITES shall proceed with and continue without hindrance with the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to RITES shall not be withheld by CIL/Subsidiary on account of such difference or arbitration proceedings unless such payments is subject matter of the arbitration.

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

For and on behalf of CIL, Kolkata

Name:

N. KUMAR

Designation :

Director (Tech)
COAL INDIA LTD.

Witnesses

1)

R. KOUL
GM / HOD (Civil)
Civil Engg. Divn.
COAL INDIA LTD.

2)

Chief Manager (E&M)
Civil Engg. Divn.
COAL INDIA LTD.

For and on behalf of RITES

अरविन्द कुमार/ARBIND KUMAR
प्रियंक (निर्देशक)/Director (Project)

प्रियंक लिमिटेड/RITES Limited
(सरकारी संप्रदाय) / (A Govt. of India Enterprise)
प्रियंक भवन 1, सेक्टर-29/RITES Bhawan, 1, Sector-29
गुरुग-122 001 (भारत)/Gurgaon-122 001 (INDIA)

1.

Pratik Pal
Sr. General Manager (P)
RITES Limited
Project Office, Kolkata

2.

जि. विक्टर/J. VICTOR
प्रियंक लिमिटेड/Tech. Officer in DP
प्रियंक लिमिटेड/RITES Limited
(सरकारी संप्रदाय) / (A Govt. of India Enterprise)
प्रियंक भवन 1, सेक्टर-29/RITES Bhawan No 1, Sector-29,
गुरुग-122 001 (भारत)/Gurgaon-122 001 (INDIA)



ANNEXURE 'A'

The Terms of Payment of Fees to RITES and stages of disbursement/ procedures for undertaking projects entrusted by CIL and its subsidiaries to RITES.

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

| Sl.no. | Deliverables | Fee in 1% (One percent) of Est. Project Cost. |
|--------|--|---|
| 1 | Drawing of proposed alignment as discussion plan and submission to CIL/ Subsidiary and its acceptance. | 20% of One percent of Est. Project Cost as per thumb rule subject to adjustment as per Est. Project cost. |
| 2 | Survey of the alignment as approved on discussion plan and submission of drawing alongwith draft feasibility report and its acceptance by CIL/ subsidiary. | 30% of One percent of Est. Project Cost. |
| 3 | Submission of feasibility report after incorporation of Comments of CIL/ subsidiary. | 30% of One percent of Est. Project Cost. |
| 4 | On receipt of Approval from railways. | 20% of One percent of Project Cost. |

B) Stage-II- Detailed Project Report

| Sl.no. | Deliverables | Fee 1.5 % (One Point Five percent) of Est. Project Cost. |
|--------|---|--|
| 1 | Final location survey and centre line pegging of proposed alignment and submission of draft DPR to CIL incorporating the observations received on FSR from CIL/ Subsidiary & Railways | 30% of One Point Five percent of Est. Project Cost. |
| 2 | On receipt of approval of the draft DPR from CIL/Subsidiary preparation of DPR & submission to CIL/ Subsidiary & Railways. | 50% of One Point Five percent of Est. Project Cost. |
| 3 | On receipt of approval of DPR from Railways and submission of final / revised DPR, if sought for by Railway, incorporating the comments/ observations. | 20% of One Point Five percent of Est. Project Cost. |

Annex.A contd. P/2

Pallab Ray
Gr. General Manager (P)
RITES Limited
Project Office, Kolkata

जे. विक्टर J. VICTOR
सहायक अभियंता/Tech. Officer to DP
राज्य रेलियाँ / RITES Limited
(राज्य सरकार का अधिकारी) / (A Govt. of India Enterprise)
प्लॉट नं.-1, ब्लॉक-29/ RITES भवन No.1
पुणे-411 001 (महाराष्ट्र) / Gurgaon-122 001 (Haryana)

GM AHOD (Civil)
Civil Engg. Divn.
COAL INDIA LTD.

R. K. Koul
Chief Manager (E&M)
Civil Engg. Divn.
COAL INDIA LTD.



C) Stage-III - Detailed Engineering & Project Management Consultancy.

| Sl.no. | Deliverables | PMC fee 8.00% (Eight Point Zero percent) of awarded value/ executed value, whichever is less. |
|--------|--|--|
| 1 | Detailed Engineering and Tender Documents consisting of detailing & design of bridges, curves, followed by Geo-technical investigation | 10% of PMC fee adjustable on awarded value or final executed value whichever is lower. |
| 2 | Calling of Tenders, evaluation and award of contract. | 10% of PMC fee adjustable on awarded value or final executed value whichever is lower. |
| 3 | Project supervision including certification of bill and quality control, monitoring of contract. | 70% of PMC fee on pro-rata basis as per works certified. Awarded value or final executed value whichever is lower. |
| 4 | On completion of work and closing of contracts | 10% of PMC fee adjustable on awarded value or final executed value whichever is lower. |

Note:

- In case of increase in scope of work / additional work involving design & supervision this shall be paid for on prorata basis @ of percentage enumerated in the MOU.
- However, for increase in executed value of work due to quantity variations only, where engineering & design are not involved, no additional fee shall be paid.
- RITES should incorporate the Penalty Clause in the Contractor's Agreement.
- **Compensation for Delay:** There will be a Liquidated Damage clause in case of delay on the part of RITES. CIL Subsidiaries are liable to recover from the fees due to RITES a sum equal to 0.5% of PMC fee for the part of work so delayed per week of delay or part thereof. The total liability of the PMC under this clause shall be subjected to maximum of 10% of the fee for portion of work so delayed.
- **Fund Regulation:** CIL/Subsidiary will release, as imprest (in a specified bank account of any scheduled bank) 20%(Twenty percent) of the approved estimated cost to RITES 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 RITES on behalf of CIL/Subsidiary for the projects.
Interest accruing to such funds shall be credited to CIL/Subsidiary. The format of Indemnity bond which will be submitted by RITES for the above purpose will be as per the format provided by CIL/Subsidiary.

Annex.A Contd..P/3

Pallab Pal
Gr. General Manager (P)
RITES Limited
Project Office, Kolkata

जे. विक्टर / J. VICTOR
सहायकी अभियंता/Tech. Officer to DP
एडमिनिस्ट्रेशन/ RITES Limited
(पूरा समय पर उपस्थित) / A Govt. of India Enterprise
एडमिनिस्ट्रेशन/ RITES Bhawan No.1, Sector-29
एडमिनिस्ट्रेशन/ Gurgaon-122 001 (INDIA)

GM / HOD (Civil)
Civil Engg. Divn.
COAL INDIA LTD.

Chief Manager (E&M)
Civil Engg. Divn.
COAL INDIA LTD.



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, RITES shall submit the utilization certificate. Further imprest as per utilization certificate will be paid/ released to RITES 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 RITES is utilized and utilization certificate submitted by RITES. 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 RITES 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.

RITES 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 CIL/ Subsidiary.

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

- RITES will be responsible for audit observation, CTE observation, Contractor's Claim and Arbitration, if any.
- **Defect Liability:** RITES shall be responsible for rectification of defects, if any, during defects liability period of 12(Twelve) months after completions of works.
- **Progress Review:** RITES shall furnish within 30 days from the date of issue of Letter of Award by CIL/Subsidiary companies a PERT Network as per the provisions for completion schedule. In addition, RITES shall furnish monthly progress report to Engineer-In -Charge to CIL/Subsidiary in the form of **Bar Chart** identifying various mile stones w.r.t completion schedule, to the Subsidiary Company by 7th day of every month for the monthly review at Subsidiary level and quarterly review at CIL Level for all the Subsidiaries.
- **Taxes and Duties:** RITES will ensure that all taxes & levies (including Service Tax, surcharge and Cess thereon 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 RITES and contractors appointed by RITES, if any, shall be payable directly by RITES or Contractors appointed by RITES and CIL / Subsidiary will not have any liability whatsoever on this account. However, RITES will use the TAN/TIN/PAN etc. of CIL/Subsidiary wherever necessary to deposit statutory liability and forward the paid challan to CIL/Subsidiary for accountal.

Annex.A contd. P/4

Pallab Pal
Gr. General Manager (P)
RITES Limited
Project Office, Kolkata

जे. विक्टर/J. VICTOR
आपकी/जी. विक्टर/Office in DP
आपकी/जी. विक्टर/RITES Limited
(आपकी/जी. विक्टर/IA Govt of India Enr)
आपकी-1, आपकी-28/RITES Bhawan No
आपकी-122 001(आपकी)/Gurgaon-122 001 (INDIA)

R. K. Koul
GM/HOD (Civil)
Civil Engg. Divn.
COAL INDIA LTD.

Chief Manager (E&M)
Civil Engg. Divn.
COAL INDIA LTD.



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

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

Pallab Pal
Gr. General Manager (P)
IRITES Limited
Project Office, Kolkata

Dr. J. VICTOR
General Manager/ Tech. Officer in DP
IRITES Limited
(A Govt. of India Enterprise)
IRITES Bhawan No. 1, Sector-29, Gurgaon-122 001 (INDIA)

GM HOD (Civil)
Civil Engg. Divn.
COAL INDIA LTD.

Chief Manager (E&M)
Civil Engg. Divn.
COAL INDIA LTD.



सेन्ट्रल कोलफील्ड्स लिमिटेड
(भारत सरकार का एक उपक्रम)
दरभंगा हाउस, राँची ८३४ ०२९

Central Coalfields Limited
(A Subsidiary of Coal India Limited)
Civil Engineering Department
Darbhanga House, Ranchi – 834 029

फोन/Phone (0651)-2360129, 2360606 (PBX) L 5511
फास/Fax: 2360129 वेब-साइट/Website: http://cc

No. GM(C)/IC/WO/Magadh/2016/236
Dated 14th July'2016.

19 JUL 2016

26/0

CCL
A Miniratna Cat-1 Company

To,
The Group G.M. (Projects),
M/s RITES Limited,
Regional Project Office,
Metro Rail Service Building,
(2nd Floor), 56, CR Avenue,
Kolkata – 700 012.

WORK ORDER

Name of work : "Planning, Project Monitoring and Construction of Rail infrastructure facilities to serve Magadh OCP" - by M/s RITES Limited.

- Ref.: i. CCL Letter no. GM(C)/IC/LOI/Magadh/2016/190, dated 17.05.2016.
ii. RITES offer vide letter no. RITES/RPO-KOL/CCL-Magadh/Vol-47/4639, dated 16.10.2015.
iii. RITES letter no. RITES/RPO-KOL/CCL-Magadh/154 dated 31.01.2016.

Dear Sir,

With reference to above, CCL is pleased to award the subject work in your favour as per RITES Offer vide letter dated 16.10.2015 & 31.01.2016 as a Project Management consultant for undertaking the subject work of "Planning, Project Monitoring and Construction Rail infrastructure facilities to serve Magadh OCP" amounting to Rs.39101.59 lakhs (Rupees Three hundred Ninety one Crores one lakh and Fifty nine thousand only) only, in line with renewed CIL – RITES MoU.

| Sl. No. | Description | Amount |
|---------|--|-------------------------|
| 1 | Cost of the project i.e revised DPR cost | Rs. 35379.78 lakh |
| 2 | Contingency @ 1% of project cost | Rs. 353.80 lakh |
| 3 | NIT publication cost | Rs 100.00 lakh |
| | Total | Rs 35833.58 lakh |
| 4 | RITES fee@ 8% on Rs 35833.58 lakh | Rs 2866.68 lakh |
| 5 | Service tax@ 14% on RITES fee | Rs 401.33 lakh |
| | Total | Rs 39101.59 lakh |

The budgetary estimated amount of Rs.39101.59 Lakh (Rupees Three Hundred Ninety One Crore One lakh and Fifty Nine Thousand) only is based on Revised DPR and is inclusive of 1% contingency fee of project cost, RITES fee @ 8% in line with CIL-RITES MoU and Service tax @ 14% on RITES fee. As per CIL-RITES MoU, Service tax as legally leviable shall be payable extra.

Engineer-In-Charge : General Manager of the Company, Magadh & Amrapali Area will nominate Engineer-in-charge to supervise the execution of the work by M/s RITES Ltd. The Engineer-in-charge shall act on behalf of the company for all matters pertaining to the works under this agreement and shall be authorized to supervise the work to inspect, examine and approve any part of the work, the workmanship employed and the materials to be used for the same at any stage for the execution of the work as per Railway standard.

The detail scope of work, remuneration for project management consultancy, Terms & Conditions for execution of the work are furnished below

General Manager (Civil/R2)
Central Coalfields Limited
Darbhanga House, Ranchi

General Manager/RITES
Regional Project Office, Kolkata
(Rail Ministry of Railway)

पब्लिक पाल / PALLAB PALE
- Mr. General Manager/RITES
Project Office, Kolkata
(Rail Ministry of Railway)

2.0 : Scope of work :-

2.1. Scope of work of the contract is for rendering technical consultancy services and Project Management in connection with construction of Magadh Railway Siding and ancillary work under CCL amounting to Rs.39101.59 Lakh. The Construction Management includes detailed engineering, tendering services, pre-construction services, construction, planning including procurement of materials, construction consultancy, project monitoring and quality control and commissioning of work.

3.0 : Detailed Engineering- The services shall cover :-

- (i) Detailed Engineering as per the revised detailed project report and final location survey.
- (ii) Preparation of detailed schedule of quantities and cost estimate for all Civil Engineering, S&T, Weighbridge and Electrical works (OHE) for inviting tenders by RITES.
- (iii) Preparation of all construction drawings including Bridges in respect of works related to Civil Engineering, S&T & Electrical works (OHE) and obtaining approval from Railways, wherever necessary.
- (iv) Soil investigation at locations where important structures like high bank bridges deep cutting/ filling are to be conducted as necessary by RITES.


4.0 Construction management :-


- i) Procurement of rails and PSC sleepers with fittings, points & crossings, track fittings etc including transportation.
- ii) Construction of Railway Formation & bridges as per IR specifications.
- iii) Procurement of stone ballast as per IR specifications.
- iv) Laying of new P.way with Points & crossings including packing for consolidation of ballast.
- v) Procurement and installation of Electrical (OHE) equipments.
- vi) Procurement and installation of S&T equipments.

4.1 Tendering services :-

Preparation of tender documents comprising the following:

- (i) Subdividing various civil Engineering works, S&T and OHE works into individual contract packages as per site suitability.
- (ii) Preparation of tender documents comprising of:
 - (a) Detailed Scope of work
 - (b) Technical specification for earth work, Bridge work & concreting works for Civil engineering, Track linking work, S&T and OHE work conforming to Indian Railway (IR) standards practices.
 - (c) Tender drawings
 - (d) Schedule of quantities(SOQ)
 - (e) Special condition of contract
 - (f) Notice Inviting Tender (NIT)
 - (g) Other relevant documents for technical & commercial bid.
 - (h) Tender document will also have the price variation clause
 - (i) Integrity pact.


 Pallab Pal / राइट्स
 General Manager/RITES
 Project Office, Kolkata
 (Under Ministry of Railway)


 Pallab Pal / राइट्स
 General Manager/RITES
 Project Office, Kolkata
 (Under Ministry of Railway)


 General Manager (Civil) / P/3
 Central Coalfields Limited
 Durbhanga House, Ranchi

4.2 Tendering services shall be provided by RITES as per responsibility fixed in the MoU in between RITES-CIL dated 30.07.2015 (Annexure-A, stage-III - Detailed engineering & Project Management Consultancy).

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

General Manager (Civil)/HOD
Central Coalfields Limited
Darbhanga House, Ranchi

PALLAB PAL
General Manager/RITES
Project Office, Kolkata
(रेल मंत्रालय के अधीन)
Under Ministry of Railway

PALLAB PAL
General Manager/RITES
Project Office, Kolkata
(रेल मंत्रालय के अधीन)
Under Ministry of Railway

4.3 Monitoring of construction works (Civil Engineering, S&T work and OHE work):
The details of services to be provided under this clause is as elaborated by RITES at page 3 & 4 of their offer (Clause no.4.3.1 & 4.3.2 of RITES offer).

Construction consultancy - The construction consultancy services shall be provided by RITES as per responsibility fixed in the MoU in between RITES-CIL dated 30.07.2015 (Annexure-A, Stage-III - Detailed engineering & Project Management Consultancy). This is as mentioned in the above table under clause 4.2.

5.0 Progress Review – This will be as per MoU between CIL – RITES date 30.07.2015, Annexure-A, Page-3.

RITES shall furnish within 30 days from the date of issue of Letter of award b CIL/Subsidiary companies a PERT Network as per provisions for completio schedule. In addition, RITES shall furnish monthly progress report to Engineer-In Charge to CIL/Subsidiary in the form of a Bar Chart identifying various milestones w.r completion schedule, to the subsidiary company by 7th day of every month for th monthly review at CCL review at CCL level for all the subsidiaries.

6.0 Facilities to be provided by CCL :-

This is as per RITES offer dtd 16.10.2016 (clause no. 6.0) at page no.5 & 6: Importan points under this clause of RITES offer include:

- The guarding of rails, sleepers and other fittings (P.way materials) through watch & ward shall be arranged by RITES for which cost shall be reimbursed by CCL or submission of documentary proof of payment.
- As a Principal Employer CCL shall issue necessary certificates in Form-V, Way Bill, "C" form etc. to the executing agencies/Suppliers etc. engaged by RITES for & on behalf of CCL to tax benefit.
- CCL shall take necessary action for acquisition of private land encumbrances free land for construction purpose to the executing agency.
- All administrative matters relating to land acquisition procedures shall be the responsibility of the employer. Any law & order problem in connection with the land related issues shall be referred to the employer for early decision.
- Clearance from Forest Department/Pollution control Board etc, if required shall be obtained by RITES. RITES will assist CCL.
- The statutory charges payable to Railways@2% of estimated cost for approval of Plan and further 2% of actual cost of completed work, before commissioning to get the track fitness certificate.
- Hiring charges of tower wagon, locomotive for trial run, charges for power block etc to be paid to Railway authorities and other statutory bodies of state govt. & central govt. if any for obtaining approval shall be paid by CCL separately. CCL should also pay ,if any, additional fees as may be imposed by the Railways during the course of execution of the project.

7.0 Responsibilities of M/s RITES :-

This has been mentioned by RITES in clause no. 7.0 of its offer at page no. 6 & 7. Important points under this clause of RITES include:

- M/s RITES shall prepare bar chart showing different activity to be undertaken and its time schedule.
- M/s RITES shall ensure that the time schedule as mentioned for the completion of various activity is strictly adhered to. This bar chart will also indicate the salient features and monthly physical and financial progress of work. Slippage if any, shall be recorded by RITES giving period of delay and reason thereof.
- M/s RITES shall be responsible for measurement of all item of works concerned under their scope of work, shall coordinate with all agencies involved in the execution of the same and shall be responsible for achieving the scheduled completion as per target date. Extension of completion time to agencies if required, due to unavoidable reasons, shall be granted with recorded reasons by RITES.
- M/s RITES shall be responsible for monitoring the progress of work as per requirement of CCL, monthly progress report and other progress reports as per proforma approved by the CCL shall be submitted by M/s RITES regularly to Engineer In Charge and GM(C)/CCL.

Cont.P/5

General Manager (Civil/HOD)
Coalfields Limited
Ranchi House, Ranchi

PALLAB PAL
General Manager/RITES
Project Office, Kolkata
(Ministry of Railway)

PALLAB PAL
General Manager/RITES
Project Office, Kolkata
(Ministry of Railway)

- M/s RITES shall depute adequately qualified and experienced staff/ executive versed in similarly type of work for site supervision including preparation of design and specifications to ensure quality of construction and timely completion of work
- M/s RITES will be responsible for audit observation, CTE observation, contract claim and arbitration, if any.
- M/s RITES shall also submit a copy of monthly physical and financial report CCL.
- M/s RITES will ensure that the safety rules & regulations are implemented during execution for the safety of men & materials.
- M/s RITES Ltd. will ensure that the wages of workmen is paid as per minimum wages act and also see that the other rules and regulations of labour law related to this work is being followed.

8.0 Time schedule :-

As mentioned by RITES vide letter dtd 31.01.2016, the time of completion will be 24 (Twenty Four) months from the date of award.

Hindrance register shall be maintained at site to record the various hindrance encountered during the course of execution. Hindrance register will be signed by both the parties. Causes of hindrance will be intimated to CCL.

9:0 Remuneration & payment terms :-

9.1. For undertaking and execution of work, RITES Ltd. shall be paid by CCL, the consultancy and supervision fee @ 8.0% on the executed value or awarded value whichever is less and 14% service tax on RITES fee. The value of the work will include cost of labour, cost of materials, cost of escalation, soil investigation, security guard for materials etc.

The terms of payments of fees to RITES and stages of disbursement / procedures for undertaking projects entrusted by CCL to RITES have been mentioned in the renewed MoU between CCL & RITES on dated 30.07.2015. The terms of payment of fees are as under :-

| Sl. No. | Deliverables | PMC fee 8.0% of awarded value or final executed value whichever is lower. |
|---------|--|--|
| 1 | Detailed Engineering and Tender Documents consisting of detailing and design of bridges, curves, followed by Geo-technical investigation. | 10% of PMC fee adjustable on awarded value or final executed value, whichever is lower. |
| 2 | Calling of tenders, evaluation and award of contract. | 10% of PMC fee adjustable on awarded value or final executed value, whichever is lower. |
| 3 | Project supervision including certification of bill and quality control, monitoring of contract. | 70% of PMC fee on pro-rata basis as per works certified. Awarded value or final executed value whichever is lower. |
| 4 | On completion of work and closing of contract. | 10% of PMC fee adjustable on awarded value or final executed value, whichever is lower. |
| Note | <p>➤ In case of increase in scope of work / additional work involving design & supervision this shall be paid for on prorata basis @ of percentage enumerated in the MoU.</p> <p>➤ However, for increase in executed value of work due to quantity variations only, where engineering and design are not involved, no additional fee shall be paid. ✓</p> <p>➤ RITES should incorporate the penalty clause in the contractor's agreement ✓</p> | |

Payment Schedule :-

The rates of items of the estimate are tentative. The actual rates of items will be taken into consideration for the purpose of payment and will be intimated by RITES Ltd. on acceptance of rates received through tenders.

-P/6-

- RITES' fee bill will also be adjusted from the available fund of imprest.
- RITES will make payment for the expenditure towards carrying out the work of Project by the contractors/Sub-contractors/agencies/vendors etc. engaged by RITES on behalf of CCL.
- Contingency 3% of basic cost – miscellaneous expenditure and unforeseen cost of work not covered under BOQ. The nature of contingent expenditure on this account will be clearly spelt out by RITES.
- On completion of the work and on handing over the siding to CCL, RITES shall prepare the final bill of the agency engaged for the work to settle the account.

10.0. Cost of the Project : –

- (i) All actual construction costs including materials, freight & handling charges and all payment made to construction agencies/supplier for construction works. The actual cost of material and materials shall include the element of wastages of materials in handling, central & state Govt. Taxes, duties, local statutory levies, all cost of inspection charges leviable / payable to inspection authorities at the suppliers premises prior to delivery at the prevailing rates for any civil, S&T and OHE, General electrical etc.
- (ii) Cost of all materials for construction work (including rails, sleepers, and Points & Crossings, P.Way fittings & Ballast) procured for the work including the charges of Transportation, loading, Unloading taxes, etc.
- (iii) All payments against work done made to various agencies engaged by RITES for execution of the work inclusive of all materials, price escalation, claims & taxes etc.
- (iv) The basic cost of the work however may change due to increase /decrease in price of materials prevailing at the time of execution of the work and the labour and/or due to increase/decrease in quantities of schedule of items and/or due to execution of non-schedule items, if necessary.
- v) Cost of escalation

11.0 Compensation for Delay : –

There will be a Liquidated Damage clause in case of delay on the part of RITES. CCL are liable to recover from the fees, due to RITES, a sum equal to 0.5% of PMC fee for the part of work so delayed per week of delay or part thereof. The total liability of the PMC under this clause shall be subjected to maximum of 10% of the fee for portion of work so delayed.

12.0 Fund Regulation : –

CCL will release, as imprest (in a specified bank account of any scheduled bank) 20% (Twenty percent) of the approved estimated cost to RITES against submission of Indemnity Bond of appropriate amount, to discharge the expenditure towards carrying out the works of project by the contractors/sub-contractors/agencies/vendors engaged by RITES on behalf of CCL for the projects.

Interest accruing to such funds shall be credited to CCL. The format of Indemnity bond which will be submitted by RITES for the above purpose will be as per the format provided by CIL/subsidiary.

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, RITES shall submit the utilization certificate. Further imprest as per utilization certificate will be paid/ released to RITES 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 RITES is utilized and utilization certificate submitted by RITES. 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 RITES 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.

Cont .P/7

General Manager (Civil)/HOD
Central Coalfields Limited
Bonga House, Ranchi

General Manager (Civil)/HOD
Central Coalfields Limited
Bonga House, Ranchi
Project Office, Kolkata
Ministry of Railway

General Manager (Civil)/HOD
Central Coalfields Limited
Bonga House, Ranchi
Project Office, Kolkata
Ministry of Railway
(Under Ministry of Railway)

UTES shall submit quarterly expenditure report showing the details of expenditure as per payments made to the contractors/Sub-contractors/ agencies/ vendors from imprests received from CCL.

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

13.0 Defect Liability:-

As per MoU between CIL & RITES dated 30/07/2015:

UTES shall be responsible for rectification of defects, if any, during defects liability period of 12 (Twelve) months after completions of works.

14.0 Tax & Duties :- This is as per MoU between CIL & RITES dated 30/07/2015: ✓

UTES will ensure that all taxes & levies (including Service Tax, surcharge and Cess thereon 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 RITES and contractors appointed by RITES, if any, shall be payable directly by RITES or Contractors appointed by RITES and CCL will not have any liability whatsoever on this account. However, RITES will use the TAN/TIN/PAN etc. of CCL wherever necessary to deposit statutory liability and forward the paid challan to CCL for accountal.

15.0 Confidentiality: This is as per CIL-RITES MoU dates 30/07/2015:

Each parties to treat as confidential and trade secret all documents and other information and negotiations concerning technical, economic and marketing information of the other party in connection with the MoU and shall not disclose or make public any such information unless prior consent and approval of the other party is obtained in order to disclose the same. However, these restrictions shall not be applicable in respect of publically available information.

16.0 Force Majeure:

War, invasion, revolution, riots, sabotage, strikes, work shutdowns imposed by Government Acts or legislature or other authorities, acts of God, epidemics, fires, earthquakes, floods, explosions, accidents, sea navigation blockages or any other acts or events whatsoever which are beyond the control of RITES and which shall directly or indirectly prevent completion of the consultancy services within the time specified in the agreement will be considered FORCE MAJEURE.

As soon as the cause of force majeure has been removed, RITES shall notify CCL of such delay incurred in affected activity. From the date of occurrence of a case of force majeure, obligation of RITES shall be suspended during the continuance of any inability so caused until the cause itself and the inability resulting there from have been removed and the agreed time of completion of the respective obligation under this agreement shall stand extended by a period equal to the period of delay, occasioned by such events. ✓

Settlement of Dispute: This is as per CIL-RITES MoU dated 30/07/2015:

Any dispute or difference including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.

If amicable settlement cannot be reached then all the disputed issues shall be settled by arbitration as provided in arbitration clause of CIL - RITES MoU.

General Manager (Civil/HRD)
Central Coalfields Limited
Darbhanga House, Ranchi

General Manager (RITES)
Office, Kolkata
Ministry of Railway

PALLAB PAL
General Manager (RITES)
Office, Kolkata
Ministry of Railway

18.0 Arbitration between CCL & RITES: This is as per CIL-RITES MoU dated 30/07/2015.

In the event of any disputes or differences arising between RITES Limited and the owner (CIL/Subsidiary) in connection with contract the provision of DPE Office Memorandum No.4(1)/2011-DPE (PMA)-GL dated 12/06/2013 or its amendments for settlement of commercial disputes shall be applicable.

Notwithstanding the existence of any dispute or difference and/or reference for the arbitration, the RITES shall proceed with and continue without hindrance with the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to RITES shall not be withheld by CIL/Subsidiary on account of such difference or arbitration proceedings unless such payments is subject matter of arbitration.

19.0 Completion Certificate : M/s RITES will submit a completion certificate after final technical inspection on completion of the work. Within 30 (Thirty) days of receipt of above the Engineer In Charge shall inspect the work. Defects, if any, noticed by the Engineer In charge shall be rectified by the engaged agency.

Other terms & conditions will be as per RITES accepted offer, in line with renewed CIL-RITES MoU.

Please return the enclosed duplicate copy of this work order duly signed by you on each page as a token of your acceptance.

A formal agreement shall be entered into between two parties for this work. For execution of contract agreement, please submit non-judicial stamp paper of Rs 100/- and other relevant document for this work.

It is therefore requested to contact General Manager, Magadh & Amrapali Area for further needful please.

Thanking you,

Yours faithfully,

Copy to:

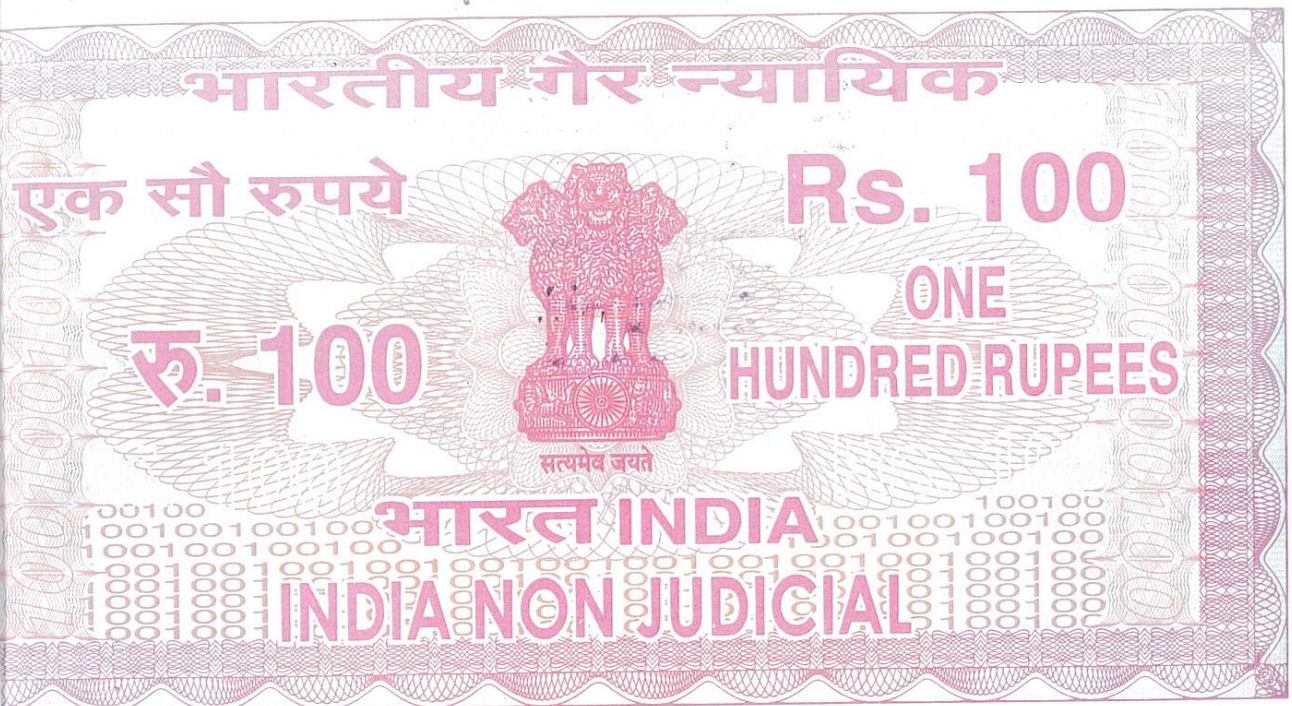
1. General Manager, M&A Area.
2. AFM, M&A Area.
3. Staff Officer (Civil), M&A Area.
4. Project Officer, Magadh OCP.

Copy for kind information to:

1. Director (Tech) (P&P), CCL, Ranchi.
2. CVO, CCL, Ranchi.
3. GM/TS to CMD, CCL, Ranchi.
4. GM(F)(P&P), CCL, Ranchi

this is w.r.t. Budget Certification no. BGT/PP/CB/CNET/ 16-17/000032 dtd 13.04.2016 for Rs 1.00 Crore under Railway siding head of M&A Area & Financial concurrence no. F/PP/CB/CNET/16-18/000015 dtd 11.04.2016 for total amount of Rs 39101.59 Lakh under Railway siding of M&A Area.

General Manager (Civil)/HOD
Central Coalfields Limited
Darbhanga House, Ranchi.



पश्चिम बंगाल WEST BENGAL

Z 618960

AGREEMENT OF WORKS

Agreement No. RITES/RPO-KOL/CCL-Magadh/Civil & P. Way/PKG-III/2018/500

Dated 11.06.2018

THIS AGREEMENT is made on 11th day of June Two thousand Eighteen between RITES Ltd. a Government of India Enterprise and a Company registered under Companies Act, 1956 having its registered office at SCOPE Minar, Laxmi Nagar, Delhi - 110092 and its Corporate Office at RITES BHAWAN, Plot No.1, Sector 29, Gurgaon (Haryana) representing through General Manager (Projects), RITES LIMITED, 56, C.R. Avenue, 2nd Floor, Kolkata - 700012 acting for and on behalf of and as an Agent /Power of Attorney Holder of Central Coalfields Limited (CCL) hereinafter called the Employer (which expression shall, wherever the context so demands or requires, include their successors in office and assigns) on one part and Royal -ITL (JV), Godrej Waterside Building, Tower No. 1, 4th Floor, Room No.401, Plot No. 5, DP Block, Salt Lake City, Sector - V, Kolkata - 700091 hereinafter called the Contractor (which expression shall wherever the context so demands or requires, include his/ their successors and assigns) of the other part.

WHEREAS the Employer is desirous that certain works should be executed viz. Earthwork in formation, construction of bridges and track linking work including supply of P. Way fittings in connection with construction of Rail Infrastructure facilities for the proposed Magadh Open Cast Project of CCL (Between Km. 0/622.00 to Km. 11/427.00), Dist. Chatra, Jharkhand. PKG-III) and has by Letter of Acceptance No. RITES/RPO-KOL/CCL-Magadh/Civil & P. Way/PKG-III/2018/1105 dated 31.03.2018 accepted a tender submitted by the Contractor for the execution, completion, remedying of any defects therein and maintenance of such works at a total Contract Price of Rs. Rs. 187,11,24,362/- (Rupees one hundred eighty seven crore eleven lakh twenty four thousand three hundred sixty two only).

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents in conjunction with addenda/ corrigenda to Tender Documents shall be deemed to form and be read and construed as part of this agreement viz.

ROYAL-ITL (JV)

Authorised Signatory


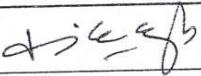
Contd.

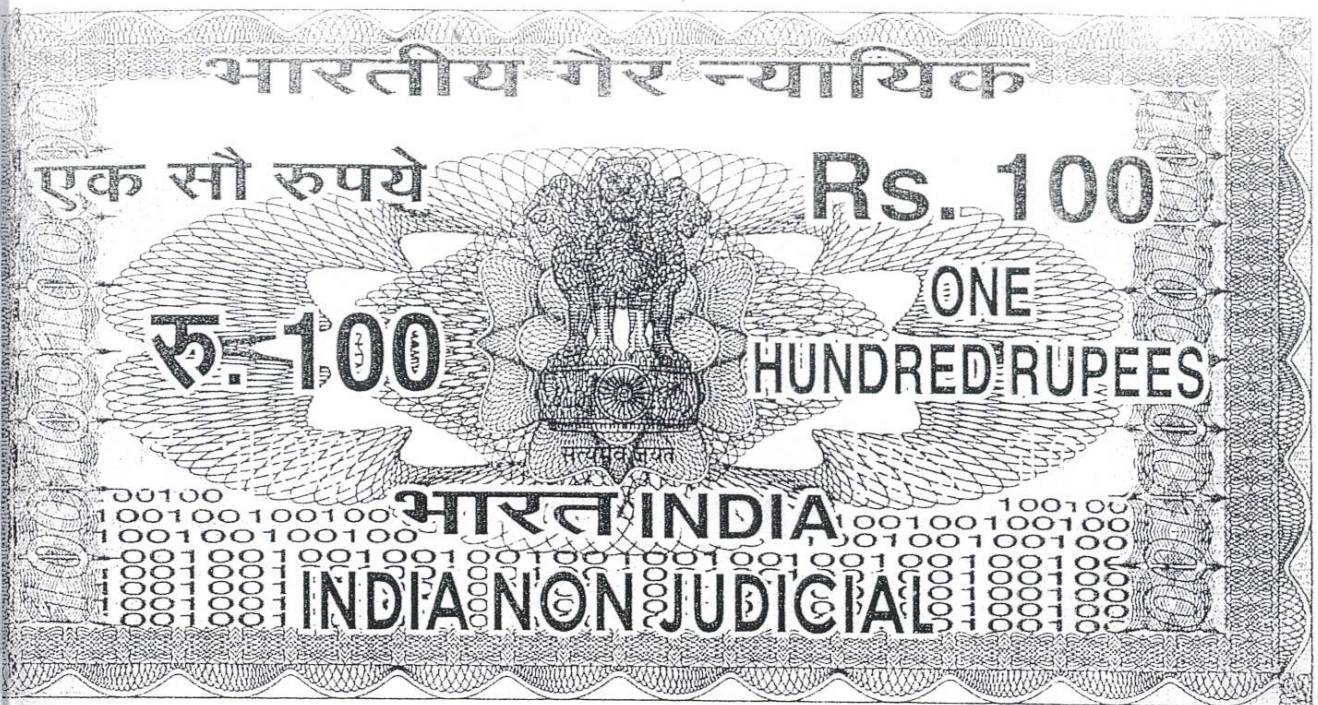
[Signature] 11/06/18

पंकज कुमार सिंह/Pankaj K. Singh
आई. आर. एस. ई. I.R.S.E
महा. प्रबंधक (परियोजना)/General Manager (Projects)
राइट्स लि./RITES LTD.
Kolkata

- The Letter of Acceptance No. RITES/RPO-KOL/CCL-Magadh/Civil & P. Way/PKG-III/2018/ 1105 dated 31.03.2018.
 - Priced Schedule (Bill) of Quantities
 - Notice Inviting Tender and Instructions to Tenderers.
 - RITES Tender and Contract Form [DELETED]
 - Special Conditions
 - Schedules A to F.
 - Technical Specifications Drawings
 - Amendments to Tender Documents (List enclosed)
 - General Conditions of Contract (read with Correction Slip Nos. 1 to 2) comprising of
 - (i) Conditions of Contract
 - (ii) Clauses of Contract
 - (iii) RITES Safety Code
 - (iv) RITES - Model Rules for the protection of Health and Sanitary arrangements for Workers
 - (v) RITES – Contractor's Labour Regulations
3. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete, remedy defects therein and maintain the works in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay to the Contractor in consideration of the execution, completion, remedying of any defects therein and maintenance of the works, the contract price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused their respective common seals to be hereinto affixed (or have herewith set their respective hands and seals) the day and year first above written.
SIGNED, SEALED AND DELIVERED BY

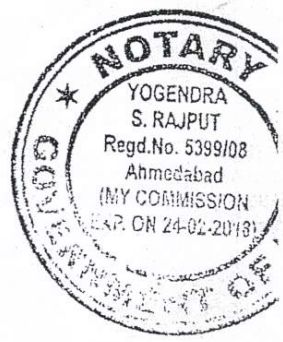
| | |
|---|---|
| <p>In the capacity of _____</p> <p style="text-align: center;">ROYAL-ITL (JV)</p> <p>On behalf of M/s. _____ <div style="text-align: center;">  Authorised Signatory </div> (The Contractor)</p> <p>In the presence of</p> <p>Witnesses (Signature, Name & Designation)</p> <p>1. _____</p> <p>2. _____</p> | <p style="text-align: right;">  11/06/18 </p> <p>representing RITES LIMITED</p> <p>In the capacity of <u>अधीक्षक/कु.वि.नि./Pankaj K. Singh</u></p> <p>Attorney Holder <u>आई. आर. एस. ई. I.R.S.E</u> <u>मह. प्रबंधक (परियोजना)/General Manager (Projects)</u> <u>राइट्स लि०/RITES LTD.</u> <u>कोलकाता/Kolkata</u></p> <p>For and on behalf of _____ (The Employer)</p> <p>In the presence of</p> <p>Witnesses (Signature, Name & Designation)</p> <p>1. _____</p> <p>2. _____</p> |
|---|---|



ગુજરાત GUJARAT - 90178 BC 006684



નંબર : 25 MAR 2017
તારીખ : 25 MAR 2017
નામ : IRON TRIANGLE LIMITED
(Formerly known as Backbone Enterprises Ltd.)
ઠેકાણું : 209, Akik Tower, 2nd Floor,
Opp. Rajpath Club, S. G. Highway,
Bodakdev, AHMEDABAD-380 054.
ફોન : 78-79-40942718
લા. નં. એસ.સી. 8-91-79-40942718
એ. ડ. સેલા ફ્લેટ, મેમનગર, અમદાવાદ ના સહોદી
બેનારની સહી.....

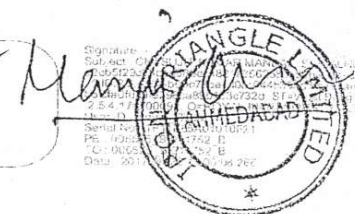


ANNEXURE IV
FORMAT FOR POWER OF ATTORNEY TO LEAD MEMBER OF CONSORTIUM /
JOINT VENTURE

Whereas RITES Ltd. has invited bids for " Earthwork in formation, construction of bridges and track linking work including supply of P. Way fittings in connection with construction of Rail Infrastructure facilities for the proposed Magadh Open Cast Project of CCL(Between Km. 11/622.00 to Km. 11/427.00), Dist. Chatra, Jharkhand.PKG-III." for and on behalf of Central Coalfields Ltd as an Agent /Power of Attorney Holder.

Whereas, the Members of the Consortium comprising of M/s. IRON TRIANGLE LIMITED (Formerly BACKBONE ENTERPRISES LIMITED) having its registered office at M-43 Gujarat Housing Board, Kalawad Road, Rajkot-360001, Gujarat and Corporate Office at 209 Akik Tower, 2nd Floor, Opp: Rajpath Club, Bodakdev, S.G. Highway, Ahmedabad-380015, Gujarat and M/s.

ROYAL-ITL (JV)
Authorized Signatory



00020

POWER OF ATTORNEY

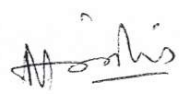
in favor of LEAD

MEMBER

ROYAL-ITL (JV)



Authorized Signatory



STAMPED
SIGNED
DATE
TIME

00019



Signature
Subject: CONSULTANT MANUAL 86
Date: 2017-05-22 10:00:00
User: kays (111)
Serial No: 1P1745400021
ID: 00019
TO: 00019-20170522
Date: 2017-05-22 10:00:00

NAME OF WORK

Earthwork in formation, construction of bridges and track linking work including supply of P.Way fittings in connection with construction of Rail Infrastructure facilities for the proposed Magadh Open Cast Project of CCL (Between Km. 11/622.00 Km. 11/427.00), Dist. Chatra, Jharkhand. PKG-III

Ref:E-TENDER NO.: 11/OT/CCL-Magadh/Civil &P.Way/PKG-III/2017

Dated 09.05.2017

MITES

Central Coalfields Limited

FROM

ROYAL- ITL (JV) .

GODREJ WATERSIDE BUILDING, TOWER NO. 1, 4TH FLOOR, NO. 401,
PLOT NO. 5, DP BLOCK, SALT LAKE SECTOR-V,
KOLKATA 700 091

Email : sales@royalconstruct.com; Website : www.royaltrack.com;
www.royalconstruct.com

ROYAL-ITL (JV)

Authorised Signatory



Signature
Date: 09/05/2017
Name: [Signature]
Designation: [Signature]
Company: [Signature]
Address: [Signature]
Contact: [Signature]
Email: [Signature]
Website: [Signature]
Phone: [Signature]
Fax: [Signature]
Mobile: [Signature]
PIN: [Signature]
Country: [Signature]

DL1974G01007227

No. RITES/RPO-KOL/CCL-Magadh/Civil & P. Way/PKG-III/2018/ 1105

Dated, the 31st March 2018.

Letter of Acceptance

Royal -ITL (JV)
Godrej Waterside Building, Tower No. 1, 4th Floor, Room No.401,
Plot No. 5, DP Block, Salt Lake City, Sector - V,
Kolkata - 700091.

Dear Sirs,

Sub: e-Tender No. 11/OT/CCL-Magadh/Civil & P. Way/PKG-III/2017 Dated 09.05.17. (Tender ID: 23045) for Earthwork in formation, construction of bridges and track linking work including supply of P. Way fittings in connection with construction of Rail Infrastructure facilities for the proposed Magadh Open Cast Project of CCL (Between Km. 0/622.00 to Km. 11/427.00), Dist. Chatra, Jharkhand. PKG-III

- Ref: (1) Corrigendum Nos. 1, 2, 3 & 4 issued in respect of the tender.
(2) Minutes of the Pre-bid meeting held on 26.05.2017.
(3) Your Technical Bid opened on 23.06.2017.
(4) RITES's Letter dated 08.09.2017 for revised price bid for GST regime.
(5) Your revised Price Bid received on 15.09.2017.
(6) Your Financial Bid opened (online) along with the revised Financial Bid opened on 15.11.2017.

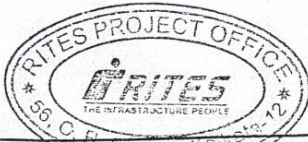
This is to notify you that, your offer for the work under reference has been accepted by the Competent Authority of RITES LIMITED for & on behalf of Central Coalfields Limited (CCL) for a Contract Price of Rs. 187,11,24,362/- (Rupees one hundred eighty seven crore eleven lakh twenty four thousand three hundred sixty two only) against the estimated cost put to tender of Rs. 237,05,86,113.90 (Rupees two hundred thirty seven crore five lakh eighty six thousand one hundred thirteen & paise ninety only), *subject to submission of additional Performance Guarantee of Rs. 9,17,20,941/- (Rupees nine crore seventeen lakh twenty thousand nine hundred forty one only)*. Schedule (Bill) of Quantities is enclosed herewith.

You are, therefore, requested to please execute the work as per the accepted rates as shown against each Schedule placed below: -

| Schedule | Description of Schedule | Estimated Amount (Rs.) | % age above (+) or below (-) as quoted | Offered amount based on the percentage as quoted (Rs.) |
|---------------------------------------|----------------------------|------------------------|--|--|
| Schedule - 1 | Earth Work | 129,28,60,643.10 | 0.00% (Zero Percent) | 129,28,60,643.10 |
| Schedule - 2 | Bridge Work | 82,29,90,025.55 | 0.00% (Zero Percent) | 82,29,90,025.55 |
| Schedule - 3 | P. Way Work | 20,57,72,028.93 | 0.00% (Zero Percent) | 20,57,72,028.93 |
| Schedule - 4 | Supply of P. Way Materials | 3,89,63,416.31 | 0.00% (Zero Percent) | 3,89,63,416.31 |
| Schedule - 5 | Any Other Item | 1,00,00000.00 | 0.00% (Zero Percent) | 1,00,00000.00 |
| Total estimated amount (Rs.) | | 237,05,86,113.90 | Total offered amount (Rs.) | 237,05,86,113.90 |
| Unconditional Discount/Rebates in % | | | (-) 20.07% (Minus twenty point zero seven percent) | (-)47,57,76,633.06 |
| Total offered amount (Rs.) | | | | 189,48,09,480.84 |
| Further discount as per revised offer | | | (-) 1.25% (Minus one point two five percent) | (-) 2,36,85,118.51 |
| Net offered amount Rs. | | | | 187,11,24,362.32 |
| Say Rs. | | | | 187,11,24,362.00 |

ROYAL-ITL (JV)

Contd....



Authorised Signatory

[Signature]

राइट्स लि. का कार्यालय, कोलकाता, मेट्रो रेलवे सर्विस बिल्डिंग (द्वितीय मंज), 56, सी आर एवेन्यू, कोलकाता - 700 012

REGIONAL PROJECT OFFICE, KOLKATA, METRO RAILWAY SERVICE BUILDING (2ND FLOOR), 56, C.R. AVENUE, KOLKATA-700 012

TELEPHONE (033) 2236 7118/7146/7162, 2236 3954, 2225 1766/1767/1179, 2237 5338, 2224 7709, फैक्स/FAX: (033) 2236 7143, ई-मेल/E-mail: pokolkata@rites.com

Regd. Office : SCOPE Minar, Laxmi Nagar, Delhi- 110092 (INDIA), रजिस्ट्रार कार्यालय : रजिस्ट्रार मिनार, लक्ष्मीनगर, दिल्ली - 110092 (भारत)

REGIONAL OFFICE: RITES BHAWAN, NO.1, SECTOR-29, GURGAON - 122001 (INDIA), क्षेत्रीय कार्यालय : राइट्स भवन, नं 1, सेक्टर - 29, गुडगांव - 122001 (भारत)

दूरभाष/TELEPHONE - 0124-2571660, फैक्स/0124-2571660, Website : www.rites.com

(2)

Performance Guarantee: Pursuant to clause 1 of the Clauses of Contract, you are required to furnish irrevocable Performance Guarantee for an amount equivalent to 5% (Five percent) of the Contract Price i.e Rs.9,35,56,218/- (Rupees nine crore thirty five lakh fifty six thousand two hundred eighteen only) within 15 (Fifteen) days from the date of issue of this Letter of Acceptance.

You have to raise Tax Invoice as per provision of GST Rules and GST amount has to be charged separately in the Bills. For all of above purposes your own GSTIN and GSTIN of the Employer (Client) will have to be used and not the GSTIN of RITES in any case.

The time allowed for completion will be **18 (Eighteen) months** from the date of start which is defined in Schedule F under Clause 5.1(a) of Clauses of Contract.

You are requested to contact Sri M.M. Akbari, Sr. Dy. General Manager (Civil), (Mobile No. 7033091430), RITES Ltd., at RITES Office, House No. 284, Seeta Kutir, Road No. 1, Ashok Nagar, Ranchi, Jharkhand for carrying out the contract.

You are also requested to attend this office within Twenty Eight days from the date of issue of this letter for execution of the formal agreement. In terms of Para 18.3 of Section-1 of the Tender documents, you are requested to submit Stamp paper of appropriate value within 15(fifteen) days of issue of this Letter of acceptance to this effect. It may be noted that no payment shall be made for any work carried out by you till the Agreement is executed and till such time the Performance Guarantee has been submitted by you.

This Letter of Acceptance is being sent to you in duplicate and you are requested to return without delay one copy of the letter duly signed and stamped, as a token of your acknowledgement.

Kindly note that this Letter of Acceptance shall constitute a binding Contract between us pending execution of formal Agreement.

Your letter referred to above shall form part of the Contract.

Encl: As stated.

Yours faithfully,

P.K. Singh 31/02/18
(P.K. Singh)
General Manager (Projects),
For and on behalf of CCL.

Copy forwarded for information & necessary action to:-

- 1.General Manger, (Civil), CCL, Darbhanga House, Ranchi-834001.
- 2.General Manager, Magadh & Amrapali Area , Post – Dakra , Dist- Ranchi, Jharkhand ,Pin-829210
3. S.O (Civil) , Magadh & Amrapali area , Post – Dakra , Dist- Ranchi, Jharkhand , Pin-829210
4. Sri S.K Dey , Dy General Manager /RITES LTD, Magadh Site/RITES LTD
5. Sri M.M. Akabari , Sr Dy Manager Civil/RITES LTD, Ranchi, Ashokenagar, Gate No-1, Ranchi-834002.
6. Dy General Manager (Fin), RITES LTD, RPO, Kolkata-700012.
7. Tender Cell.



Authorised Signatory