

MOU-2

Amendment no. 1  
to  
Memorandum of Understanding

This Amendment no.-1 to the MoU dated 12<sup>th</sup> May, 2023 is signed at Lucknow on 18<sup>th</sup> Sept, 2023

BETWEEN

The Divisional Railway Manager, Northern Railways (NR), Lucknow Division having office at Hazaratganj, Lucknow Uttar Pradesh (hereinafter referred to as NR) represented by Chief Project Manager (Gati Shakti Unit), Northern Railway, Lucknow Division, of the first Part;

AND

The Managing Director of Uttar Pradesh State Bridge Corporation Limited (UPSBC), having office at 16, Madan Mohan Malviya Marg, Lucknow, Uttar Pradesh, of the second Part, represented by General Manager (Commercial), UPSBC, Lucknow.

1. The MoU dated 12.05.2023 was signed between Northern Railway and Uttar Pradesh State Bridge Corporation Limited for complete construction work of ROBs (including Railway Portion as well as the approach portion) to be executed by UPSBC on single entity basis.
2. As per Para 2.5 (i), (ii), and (iii) of the MoU, total 17 ROB works were agreed to be executed by UPSBC on single entity basis. Further, vide Para 2.5(iv) it was agreed that any further ROB work may be entrusted to UPSBC for execution on single entity basis by Northern Railway through Amendment to the MOU.
3. In view of above, it is now agreed between NR and UPSBC to execute ROB works at LC no. 108-AC at km 958/6-7 on LKO-ABP section in District Ayodhya (vide NR HQ's letter no. 260-W/16-Misc/NHAI/Br S&D dated 07.07.2023, LC-76 on PFM-PYGS section Prayag Jn Yard in District Prayagraj (vide GM NR letter no. 260-W/2296/UP/Br/S&D dated 10.08.2023) and LC no. 8-Spl (Para Crossing) on UTR-AMG Bypass section in District Lucknow (vide GM NR letter no. 260-w/2296/up/Br/S&D dated 14.09.2023), by UPSBC on single entity basis.
4. All other terms and condition of the MoU dated 12.05.2023 shall remain the same.

IN WITNESS thereof, the PARTIES hereto have signed this Amendment no.-1 to the MOU on the date first written above by their duly authorized representative(s).

FOR & ON BEHALF OF  
U P state Bridge Corporation Ltd.

General Manager (Commercial)  
Uttar Pradesh Bridge Corporation Ltd., Lucknow

Witness

- i) Rohan Kumar PM (ROB) 18/09/2023
- ii) Sureet Kumar Karayya S.O (M.D) 18/09/23

FOR & ON BEHALF OF  
Lucknow Division, Northern Railway

Chief Project Manager, Gati Shakti Unit,  
Northern Railway, Lucknow

Witness

- i) R.K. S. Kumar 18.09.2023  
Dy (EE) G.S.U/LKO
- ii) R. K. S. Kumar (Signature)  
18.9.2023  
Dy (EE) G.S.U/LKO

## Memorandum of Understanding

This Memorandum of Understanding is made at Moradabad on 12/01/2024

### BETWEEN

The Divisional Railway Manager, Northern Railway (NR), Moradabad Division having office at Moradabad, Uttar Pradesh (hereinafter referred to as NR) represented by Chief Project Manager (Gati Shakti Unit), Moradabad, Northern Railway, Moradabad Division of the first Part:

### AND

The Managing Director of Uttar Pradesh State Bridge Corporation Limited (UPSBC), having office at 16, Madan Mohan Malviya Nagar, Lucknow, Uttar Pradesh, of the second part, represented by General Manager (Commercial), UPSBC, Lucknow.

#### 1. OBJECTIVE

- 1.1 Level Crossing in India have been the major crossing points of rail/road interaction and are prone to accidents. Level Crossings not only pose the risk of accidents but also cause inconvenience to passengers by slowing down the rail traffic.
- 1.2 Railway Line in Moradabad Division of Northern Railway are crossed by the existing road network at many places. Priority is given to Railway traffic and hence when a Train crosses the junction of a road and rail, the road traffic is halted for particular time duration. The road traffic is regularized by manned level crossings. Many accidents have occurred in the past due to negligent and hasty behavior of road commuters and drivers on these level crossings. These Level crossings are safety hazards for train operations also as many times unscrupulous drivers dash with the level crossings closed for passing of train traffic. Sometimes anti-social elements force the gateman to open the gates while train is approaching the gates. These are frequent incidences of trains being halted as levels crossings could not be closed due to HRT (High Road Traffic). Instances of the breakdown of vehicles on levels crossings are also happening quite frequently. All these situations pose great threat to the safe train operations and safety of train passengers and road users is greatly at risk in such situations.
- 1.3 Safety of the road users is of paramount concern and is given due importance by Government of Uttar Pradesh, Government of India, Ministry of Railways and the Government of UP are desirous of eliminating all level crossings to ensure a safe and seamless travel. Hence for the safe and smooth operation of trains and smooth movement of vehicular traffic at such level crossings, it is necessary to construct road Over/Under Bridges (ROBs/RUBs).
- 1.4 Work of construction of ROB is taken up on cost sharing basis with State Government and Northern Railways where the Train Vehicle Unit (TVU) is more than 1 lakh units. To ensure expeditious construction of the ROBs in Uttar Pradesh, the complete ROB construction work (including Railway portion as well as the approach portion) is being entrusted (on case-to-case basis) to be executed by a single agency, i.e. by UPSBC in close coordination with Northern Railway (Moradabad Division).

#### 2. METHODOLOGY FOR EXECUTION

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2.1 The complete construction work of ROB (including Railway portion as well as the approach portion) will be executed by UPSBC on single entity basis. However, RUB/FOB with ramp if provided in approved GAD of ROB work, will be executed by Gati Shakti Unit, Moradabad Division, chargeable to sanctioned ROB work.

2.2 ROB in lieu of LC-334-B (in Banthra-Tilhar section) was sanctioned in the year 2016-17 with the Abstract cost for Railway portion as Rs. 8,99,82,000 and approaches as Rs. 14,84,51,000 (provided by UPSBC). Detailed Estimate of approaches of sanctioned amount Rs. 25,35,00,000.00 (vide GO. No.-55/2023/1/281632/2023/23-11099/3/2022 dt. 27-02-2023) was submitted by UPSBC on 20.6.2023.

2.2 Northern Railway will provide complete site details and approved General arrangement Drawing (within Railway land boundaries) to UPSBC

2.3 After approval of GAD by Northern Railways, UPSBC will prepare and submit the detailed estimate of complete ROB (including all associated works as per approved GAD) along with cost sharing details to Northern Railway. Northern Railway shall communicate its approval to detailed estimate and cost sharing after sanction of the same by Competent Authority of Railways.

2.4 Only sanctioned projects (by both Railways and State Govt) will be considered for handing over for execution on single entity basis. Any variation/modification etc will be mutually decided between UPSBC and NR. Release of funds from Northern Railways will be commensurate with the progress of work.

2.5 NR and UPSBC hereby agree for execution of following ROB on single entity basis. The complete construction work of ROB (including Railway portion as well as the approach portion) will be executed by UPSBC on single entity basis.

S. No.	LC no.	Section	Km	GM NR Letter no.
1	334	Banthra-Tilhar	1255/30	46-W/Gati Shakti/2022-23 dated 13.10.2023

Any further ROB work to be entrusted to UPSBC by Northern railway through Amendment to this MOU.

### 3. OBLIGATION AND DUTIES OF THE STAKEHOLDERS

3.1 The complete work of ROB including approaches & railway portion (excluding RUB/FOB with ramp as provided in approved GAD of ROB work) will be carried out by the UPSBC. However, the work of Railway Portion will be carried out under technical surveillance and superintendence of Railways following all statutory norms required to ensure safety of train operation and proper execution as per prescribed quality standards. Competent railway officials will be deputed for monitoring and protection during execution of work in Railway portion.

3.2 Northern Railway and UPSBC will jointly inspect, finalize GAD, layout, alignment and scheme etc. within specified time period.

*Yours*

- 3.3 Northern Railway will approve detailed design and drawings of ROB for Railway portion (to be submitted by UPSBC to Gati Shakti Unit, Moradabad Division).
- 3.4 Northern Railway will facilitate construction/approval by shifting all Railways utility, OHE, cables (S&T and Electrical), water pipelines and any other structures infringing the work (charging the cost of shifting to the project).
- 3.5 Northern Railway will arrange all statutory sanctions from CRS/PCE/CBE for execution of the work by UPSBC.
- 3.6 Northern Railway will provide the centage charges to UPSBC for the construction work of railway portion as per Rly Bd's letter no. 2017/CE-IV/ROB/144 (MOU-UP) dated 30.09.2021.
- 3.7 Northern Railway will release part amount of estimated cost of railway portion (as mutually agreed) to UPSBC soon after signing of this MOU (as per demand received from UPSBC). Balance amount shall be released in proportion commensurate with the progress of work.
- 3.8 No way leave charges will be levied by Railways for 'Railway portion' of the ROB work sanctioned on cost sharing basis.
- 3.9 Northern Railway & UPSBC will jointly ensure that safety of train operation is not affected due to working within/outside railways boundaries.
- 3.10 UPSBC (with help from Road traffic authorities), will ensure smooth diversion of road traffic during execution of work.
- 3.11 Level crossing will be physically closed (by constructing protection wall as per Rly's approved drawing) by UPSBC (chargeable to Project) before commissioning and opening of ROB for public use.

#### 4. IMPLEMENTATION OF THE PROJECTS UNDER MOU

UP State Bridge Corporation implementing agency on behalf of the Public Works Department, Government of Uttar Pradesh for approach portion of ROB, will act as the implementing agency for the execution of these ROBs on single entity basis (except RUB/FOB with ramp as provided in approved GAD of ROB works). Northern Railway will facilitate all necessary inputs as required for safety and efficient work in Railway portion.

#### 5. GENERAL

- 5.1 UPSBC will submit timeline (along with important milestones and assistance required from Northern Railway for each milestone) within 15 days of signing of this MoU (amendments henceforth).
- 5.2 UPSBC will submit progress (including issues pending with Northern Railway) for all ROB works covered under the scope of this MOU (to CPM/GSU/MB), through electronic means, in first week of every month.
- 5.3 Progress of all works under the scope of this MoU will be reviewed at appropriate level, in first week of every month.

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5.4 All the additions, supplements, amendments or variations to this MOU shall be in writing as agreed to by the parties and shall be jointly signed by the duly authorized representatives of the parties.

5.5 The scope of the MOU shall be within the State of Uttar Pradesh. All the official correspondence from UPSBC shall be done by Dy. PM/UPSBC or higher official. All the official correspondence from Northern Railway shall be done by Dy. CE/GS/MB or higher official.

5.6 This Memorandum may be modified at any time by mutual written agreement of the Parties. This Memorandum may be terminated if Northern Railway and UPSBC mutually desire to do so.

5.7 The Parties agree to keep the contents of this Memorandum confidential. If any Party wishes to publicly disclose this Memorandum or any information with respect to the collaborative activities contemplated herein be publicly disclosed, the disclosing Party shall consult and obtain the written consent of the other Party to such disclosures.

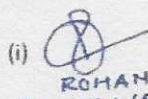
5.8. This Memorandum is not intended to create any legal rights/liabilities between the Parties and shall not in any way be deemed as such.

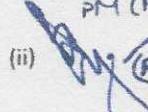
IN WITNESS thereof, the PARTIES hereto have signed this MOU on the date first written above by their duly authorized representative (s).

FOR & ON BEHALF OF  
U P State Bridge Corporation Ltd.

*12/01/2024*  
(Sandeep Gupta)  
General Manager (Commercial)  
Uttar Pradesh Bridge Corporation Ltd.  
Lucknow

Witness

(i)   
ROHAN KUMAR  
PM (ROB)

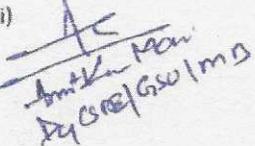
(ii)   
RADHEY RAMAN  
P. M. (ESTIMATE)

FOR & ON BEHALF OF  
Moradabad Division Northern Railway

*12/01/2024*  
Chief Project Manager,  
Gati Shakti Unit,  
Northern Railway,  
Moradabad

Witness

(i)   
SAPNA MEENA  
Dy. CE/GS/MB

(ii)   
ANIL KUMAR RAWAT  
Dy. CE/GS/MB

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## MEMORANDUM OF UNDERSTANDING

*between*

**Northern Railway**

(Through Gati Shakti Unit, Lucknow Division)

Ministry of Railways, Government of India

AND

**Uttar Pradesh State Bridge Corporation Ltd.**

Undertaking of Uttar Pradesh Government

1/5

## Memorandum of Understanding

This Memorandum of Understanding is made at Lucknow on 12 May 2023

### BETWEEN

The **Divisional Railway Manager, Northern Railways (NR), Lucknow Division** having office at Hazaraganj, Lucknow Uttar Pradesh (hereinafter referred to as NR) represented by **Chief Project Manager (Gati Shakti Unit), Northern Railway, Lucknow Division**, of the first Part;

### AND

The **Managing Director of Uttar Pradesh State Bridge Corporation Limited (UPSBC)**, having office at 16, Madan Mohan Malviya Marg, Lucknow, Uttar Pradesh, of the second Part, represented by **Chief Project Manager (Commercial), UPSBC, Lucknow**.

#### 1. OBJECTIVE

- 1.1 Level Crossings in India have been the major crossing points of rail/road interaction and have been prone to accidents. Level Crossings not only pose the risk of accidents but also cause inconvenience to passengers by slowing down the rail traffic.
- 1.2 Railway Lines in Lucknow Division of Northern Railway are crossed by the existing road network at many places. Priority is given to Railway traffic and hence when a Train crosses the junction of a road and rail, the road traffic is halted for particular time duration. The road traffic is regularized by manned level crossings. Many accidents have occurred in the past due to negligent and hasty behavior of road commuters and drivers on these level crossings. These Level crossings are safety hazards for train operations also as many times unscrupulous drivers dash with the level crossings closed for passing of train traffic. Sometimes anti-social elements force the gatemen to open the gates while train is approaching the gates. There are frequent incidences of trains being halted as levels crossings could not be closed due to HRT (High Road traffic). Instances of the breakdown of vehicles on levels crossings are also happening quite frequently. All these situations pose great threat to the safe train operations and safety of train passengers and road users is greatly at risk in such situations.
- 1.3 Safety of the road users is of paramount concern and is given due importance by Government of Uttar Pradesh. Government of India, Ministry of Railways and the Government of UP are desirous of eliminating all level crossings to ensure a safe and seamless travel. Hence for the safe and smooth operation of trains and smooth movement of vehicular traffic at such level crossings, it is necessary to construct road Over/Under Bridges (ROBs/RUBs).
- 1.4 Work of construction of ROB is taken up on cost sharing basis with State Government and Northern Railways where the Train Vehicle Unit (TVU) is more than 1 lakh units. To ensure expeditious construction of the ROBs in Uttar Pradesh, the complete ROB construction work (including Railway portion as well as the approach portion) is being



entrusted (on case to case basis) to be executed by a single agency, i.e. by UPSBC in close coordination with Northern Railway (Lucknow Division).

## 2. METHODOLOGY FOR EXECUTION

- 2.1 The complete construction work of ROB (including Railway portion as well as the approach portion) will be executed by UPSBC on single entity basis. However, RUB/FOB with ramp as provided in approved GAD of ROB work, will be executed by Gati Shakti Unit, Lucknow Division, chargeable to sanctioned ROB work.
- 2.2 Northern Railway will provide complete site details and profile sketch (within Railway land boundaries) to UPSBC for enabling UPSBC to prepare the GAD & drawings of railway portion, within 15 days of sanction of concerned ROB. GAD of Railway portion shall be submitted by UPSBC to Northern Railway within 15 days of receiving of site details and profile sketch of Railway portion from Northern Railway. Northern Railway shall communicate approval of GAD within 15 days of submission of GAD of Railway portion by UPSBC.
- 2.3 After approval of GAD by Railways, UPSBC will prepare and submit the detailed estimate of complete ROB (including all associated works as per approved GAD) along with cost sharing details to Northern Railway in 15 days of approval of GAD. Northern Railway shall communicate its approval to detailed estimate and cost sharing after sanction of the same by Competent Authority of Railways.
- 2.4 Only sanctioned projects (by both Railways and State Govt) will be considered for handing over for execution on single entity basis. Any variation/modification etc will be mutually decided between UPSBC and NR. Release of funds from Northern Railways will be commensurate with the progress of work.
- 2.5 NR and UPSBC hereby agree to execution of following ROBs on single entity basis (including Railway portion as well as the approach portion) under this MOU (excluding RUB/FOB with ramp etc as provided in approved GAD of ROB work, which will be executed by Gati Shakti Unit, Lucknow Division, chargeable to respective sanctioned ROB work):
  - (i) 07 LCs in Ayodhya district: LC Nos 105, 107-A, 108-A, 111-B, 112-A, 118 (Railway Board's letters no. 2022/CE-IV/ROB/144(UP) dated 19.09.2022 & 21.10.2022) & 121-B (vide GM NR letter no 308-W/0/3/Br.(S&D) dt 06.04.2023).
  - (ii) 08 LCs under Project Mission Raftaar: LC Nos 4-Spl, 13-Spl, 18-A, 20-Spl, 23-C, 28-C, 36-A & 39-C (vide GM NR letter no 308-W/0/3/Br.(S&D) dt 06.04.2023)
  - (iii) 02 LCs under Mahakumbh-2025: LC Nos 40-A & 1-C (vide GM NR letter no NR-LK00ADMN(MISC)/13/2022-O/o DRM/LKO/NR dt 23.03.2023).
  - (iv) Any further ROB work to be entrusted to UPSBC by Northern Railway through Amendment to this MoU.

## 3. OBLIGATION AND DUTIES OF THE STAKEHOLDERS

- 3.1 The complete work of ROB including approaches & railway portion (excluding RUB/FOB with ramp as provided in approved GAD of ROB work) will be carried out by the UPSBC. However, the work of Railway Portion will be carried out under technical surveillance and superintendence of Railways following all statutory norms required to ensure safety of train operation and proper execution as per prescribed quality standards. Competent railway officials will be deputed for monitoring and protection during execution of work in Railway portion.

*[Signature]*

*[Signature]*

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- 3.3 Northern Railway will approve detailed design and drawings of ROB for Railway portion (to be submitted by UPSBC to Gati Shakti Unit, Lucknow Division).
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*Handwritten Signature*

*Signature*

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5.8 This Memorandum is not intended to create any legal rights/liabilities between the Parties and shall not in any way be deemed as such.

IN WITNESS thereof, the PARTIES hereto have signed this MOU on the date first written above by their duly authorized representative(s).

FOR & ON BEHALF OF  
U P State Bridge Corporation Ltd.

12/05/2023  
मुख्य परियोजना प्रबंधक (यात्रित)  
Chief Project Manager (Commercial)  
Uttar Pradesh Bridge Corporation Ltd,  
Lucknow

Witness

i) Prem Singh (GM Estimation)

ii) Rohan Kumar (DPM (ROB)) 12/05/2023

FOR & ON BEHALF OF  
Lucknow Division Northern Railway

12/05/2023  
Chief Project Manager, Gati Shakti  
Unit, Northern Railway, Lucknow

Witness (विरेन्द्र सिंह यादव)  
मुख्य परियोजना प्रबंधक (यात्रित)  
i) Wajid (वजीद अली खान, लखनऊ)  
Dy CE/GS/LKO 12/05/2023

ii) R.K. Sharma (R.K. Sharma)  
Dy CEE/GS/LKO 12/05/2023