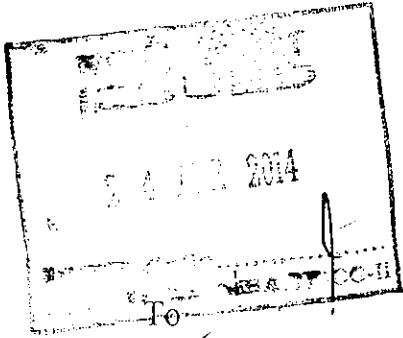


RTI MATTER
BY SPEED POST



No. 11017/5/2014-BM.III
Government of India
Ministry of Home Affairs
(BM.III Section)

5th Floor, NDCC-II Building Jai Singh Road,
New Delhi, Dated the 23rd April 2014.

24 APR 2014

Shri Suman Jyothi Bhikkhu,
Maya Sarovar Area,
P.O.Bodh Gaya,
District Gaya,
Bihar - 824231

Subject:- Information sought by Shri Suman Jyothi Bhikkhu,
under Right to information Act,2005 - regarding

Reference:- Your RTI Application date 6.4.2014, received on 17.4.2014 with Indian
Postal Orders of Rs. 50/-.

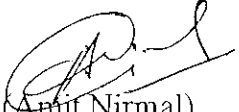
Sir,

Reference your RTI Application dated as quoted above.

2. I am to enclose the following documents (total : 23 pages) as desired vide your
application refer as above:-


- (i) D.O.letter No.11013/41/2007-BM-III dated 05.01.2011 addressed to
Chief Secretary, Govt of Mizoram.
- (ii) MoU dated 28.12.2005 between NPCC and MHA.
- (iii) MoU dated 20.12.2004 between NPCC and MHA.
- (iv) Two MoUs dated 17.11.2004 between NBCC and MHA.
- (v) MoU dated 14.12.2004 between EPIL and MHA.

3. An appeal, if any, in the matter lies within a month to Shri Sanjay Kumar
Mishra, Joint Secretary (BM), Ministry of Home Affairs, NDCC- II Building New
Delhi-110001.


(Amit Nirmal)

Deputy Secretary(BM.III)/CPIO

Encl : as above


1. Bland with enclosure
on 24/4/14

20

गृह मंत्रालय
Ministry of Home Affairs

जी. ए. आर. 6 / G. A. R. 6
(नियम 22(1) देखें) (See Rule 22(i))

रसीद / RECEIPT

सं. / No. 29028

दिनांक 23/4/2014
Dated 23/4/2014

श्री/श्रीमती/सुश्री
Received From Shri/Smt./Km. Sunam Jyoti Bhisra

के पत्र संख्या/संदर्भ संख्या के साथ
with Letter No./Reference No. RTI के दिनांक 20
Dated 20

बैंकर्स चेक/ड्राफ्ट/भारतीय पोस्टल आर्डर संख्या
Banker's Cheque/Draft/Indian Postal Order No. 24 F 3943697673

के रूप में रुपये की नकद धनराशि
the sum of Rupees by Cash Fifty only

सूचना के अधिकार अधिनियम, 2005 के शुल्क हितु प्राप्त की।
on account of fee under Right to Information Act 2005.

W. B. S.
आद्यक्षर / Initials

रुपये / Rs. 50/-

पदनाम / Designation

अ. ए. अहमद

सचिव (सीमा प्रबंधन)

A. E. AHMAD

SECRETARY (BORDER MANAGEMENT)

Tel. : 23092440 Fax : 23092717



सत्यमेव जयते

गृह मंत्रालय

भारत सरकार

नार्थ ब्लॉक, नई दिल्ली - 110001

MINISTRY OF HOME AFFAIRS

GOVERNMENT OF INDIA

NORTH BLOCK, NEW DELHI - 110 001

1/5/11

D.O. No.11013/41/2007-BM.III

January 5, 2011

Shri Van Bela,

During a detailed review of border works along Indo-Bangladesh border on 5.1.2011, the construction agencies have informed that border works in Lunglei district are progressing without any hindrance or local protest. This has been possible due to your kind intervention. Thank you.

2. However, CMD, EPIL informed that the construction agency is not in a position to take up construction activities (border fencing and road) over 4.105 km in 7 stretches since the land involved has not been vacated by the dwellers despite, payment of cost of land by EPIL. Reportedly, the District Administration has also disbursed the same to the claimants. The details of these stretches are as under-

Sl. No.	Location	Reference BP No.		Length involved (in mtr.)
		From	To	
1.	Saisen Basti	2325	2326	370
2.	Bandiasura Village	2326	2327	400
3.	Nakusara Village	2326	2327	500
4.	Debasura Village	2326	2329	300
5.	Malsuri Village	2326	2329	800
6.	Malsuri Village	2329	2331	985
7.	Tabalabagh Village	2333	2335	750
Total				4105

3. As the border fencing along Indo-Bangladesh border is scheduled to be completed by March, 2012 and the construction agency has fully mobilized its resources, I would request your kind intervention in this regard also. Concerned authorities may be instructed to ensure vacation of land acquired for fencing and road works at the earliest to enable EPIL to complete the work expeditiously.

With regards, *and best wishes for all,*


Yours sincerely,

(A.E. AHMAD)

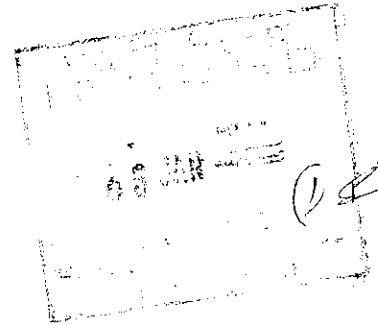
Shri Van Bela Pachuau,
Chief Secretary,
Govt. of Mizoram,
Aizwal.

12/6/2015

Copy to: CMD, EPIL, Scope Complex, Lodhi Estate, New Delhi for information and necessary follow up action with the State Government of Mizoram.


(L.K.Tewari)
Director B.M.I





2/1/05 (254)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered on this 28th day of December 2005.

Between

MINISTRY OF HOME AFFAIRS,
BORDER MANAGEMENT DIVISION,
NORTH BLOCK,
NEW DELHI-110011

Hereinafter referred to as "MHA"

and

NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED,
PLOT NO-G7-68, SECTOR-25
FARIDABAD-121004 (HARYANA)

Hereinafter referred to as 'NPCC'

WITNESSETH

WHEREAS MHA intends to award the work of CONSTRUCTION OF ROAD & FENCE along certain stretches of the INDO BANGLADESH BORDER (IBB) to NPCC (hereinafter referred to as "PROJECT").

WHEREAS NPCC, a Government of India Enterprise, under Ministry of Water Resources has all the resources and capabilities in taking up construction work of IBB road and fence as per the requirement of MHA and has agreed to take up this project.

NOW THEREFORE, it has been agreed between the parties as under:

1. As per the letter no 11013/11/2005-BM-III Desk dated 12th September 2005, NPCC has been awarded construction of IBB road and fence for the following stretch in Mizoram sector

a. ROAD from BP No. 2348/3S to BP No. 2364	-	93 KM
b. FENCE from BP No. 2350 to BP No. 2364	-	70 KM

2. The services to be provided by NPCC shall be as under:

- i). Carrying out detailed survey of the Sector of the Project allocated to it.
- ii). Finalisation of alignment in consultation with BSF and DM of the area.
- iii). Deciding upon the type of fencing required for the sector as per site conditions in consultation with BSF.

Contd.

P. Pathak

J. K. Sinha

J. K. SINHA
Superintending Engineer (Civil)
N. P. C. C. LIMITED
67-68, Sector-25, Faridabad

2/4/2017

- iv). Preparation of comprehensive estimate for the works required for Sector.
- v). Submission of the estimate to MHA.
- vi). Getting the works executed as Execution Agency.
- vii). Handing over of the completed works to BSF or nominated agency of MHA.
- viii). Rectifications of defects during defect liability period.

3. NPCC shall carry out survey of the stretches for the project allocated to it and shall prepare a comprehensive estimate for the project after identifying the road and type of fencing required as per site conditions and as finalized with BSF. This estimate shall be prepared on the basis of CPWD norms wherever applicable and on the basis of market rate analysis where CPWD rates etc. are not applicable. This estimate should be comprehensive and should include for but not limited to the following:

- a) Survey & field investigations
- b) Jungle clearance & cutting of trees
- c) Fencing (As per type required) with access gates
- d) Retaining Wall, earth filling, earth cutting
- e) Link roads/access roads to BOP and from PWD roads
- f) Pipe Culverts
- g) Patrolling track along the fencing
- h) Cost of land acquisition in consultation with DM of the districts
- i) Other enabling works
- j) Provision of contingencies, local charges, agency charges, etc.

4. The estimate shall be submitted to the Border fencing and Road (BFR) (Border), CPWD for vetting. The approved cost for this work shall be as per estimates scrutinized by the Technical Committee and approved by the High Level Empowered Committee. The approved cost should not exceed during execution provided there is no change in specification, scope of work or site condition during execution of works from the provisions envisaged at the time of preparation of estimates.

5. NPCC shall take up this work on "Deposit basis" as per provision of CPWD Manual. NPCC shall be paid agency charges at 9.5% of the actual cost of the work. The actual cost of work incurred plus NPCC agency charges on the same shall only be charged on the project and saving on the estimated cost shall be to MHA's account.

6. On the basis of approved project cost, MHA shall release to NPCC 25% of the approved cost as initial deposit. NPCC shall incur expenditure from this deposit for the execution of work and NPCC shall submit monthly expenditure statement in the accounting proforma of CPWD. The initial deposit shall be re-couped by MHA upon submission of expenditure statement by NPCC and MHA shall ensure that sufficient funds are available with NPCC at all the time for carrying out the work unhindered.

7. NPCC shall be responsible for liaison with the State Government/Local authorities for acquisition of land and getting forest/environmental clearance for carrying out the IBB road and fence related works. NPCC shall also finalize the alignment of fencing in joint consultation with BSF & DM of the area where the fencing / border road is proposed. NPCC shall hand over the fencing / IBB Road and allied works after their completion to the designated agency nominated by MHA.

Contd.

P. P. Pathak

J. K. Sinha
J. K. SINHA
Superintendent

202
6/11

8. NPCC shall adhere to the time schedule mutually prepared and agreed between NPCC and MHA. The NPCC shall complete the entire stretch allotted to them by March 2008. However, if during the course of investigation, any major bridges are to be constructed, then the time for completion shall be decided mutually.
9. NPCC shall be liable to the liquidated damages in case the work is delayed by the NPCC beyond the agreed time schedule due to the reasons solely attributable to NPCC. The liquidated damages shall be 2% (Two percent) of the balance value of work for each month of delay beyond stipulated time of completion subject to a maximum of 10% (ten percent only) of the balance value of work.
10. NPCC also be liable to liquidated damages in case the work is abandon by them during the executing of work due to reasons attributed to NPCC. NPCC also be liable to refund the entire amount with the liquidated damages of 2% (two percent) of the balance work.
11. NPCC will submit to MHA monthly report indicating physical progress, financial progress etc. for each project. While executing the project, NPCC will strictly implement the quality control and quality assurance functions as per NPCC's Quality Plan and as per CPWD norms.
12. NPCC shall be responsible for rectification of defects during the period of 12 months after the completion of the project.
13. NPCC shall appoint a Nodal Officer at Delhi who shall Co-ordinate the various activities of Co-ordination and Monitoring of the projects.
14. While further details and estimates are being processed, NPCC will start the pre construction activities on the basis of this MOU.

Signed at New Delhi on this day as mentioned above.

P. K. Pathak

For and on behalf of:
MINISTRY OF HOME AFFAIRS
BORDER MANAGEMENT DIVISION,

Witness

For and on behalf of:
NATIONAL PROJECTS CONSTRUCTION
CORPORATION LIMITED

J. K. Sinha

J. K. SINHA
Superintending Engineer (Civil)
N. P. C. C. LIMITED
61-68, Sector-25, Faridabad

Witness

Manoj

Manoj
Manager (Marketing)
N. P. C. C. Ltd,
Plot No. 67-68,
Sector-25, Faridabad

9/12

नैशनल प्रोजेक्ट्स कंस्ट्रक्शन कॉर्पोरेशन लिमिटेड
NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED



(A GOVERNMENT OF INDIA ENTERPRISE)
CORPORATE OFFICE
PLOT NO. 67-68, SECTOR - 25, FARIDABAD - 121 004

☎ - (0129) 5062672, 5064129 Tele Fax- 5064129, 2230891

ISO 9001:2000 e-mail: npccindia@touchtelindia.net website : www.naprocon.com

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered on this 20 day of December 2004.

between

MINISTRY OF HOME AFFAIRS,
BORDER MANAGEMENT DIVISION,
NORTH BLOCK
NEW DELHI - 110 011

Hereinafter referred to as "MHA"

and

NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED,
PLOT NO-67-68, SECTOR-25
FARIDABAD-121004 (HARYANA)

Hereinafter referred to as 'NPCC'

WITNESSETH

WHEREAS MHA intends to award the work of CONSTRUCTION of FENCING along certain stretches of the INDO BANGLADESH BORDER (IBB) to NPCC (hereinafter referred to as "PROJECT").

WHEREAS NPCC, a Government of India Enterprise, under Ministry of Water Resources has all the resources and capabilities in taking up construction work of IBB road and fence as per the requirement of MHA and has agreed to take up this project.

NOW THEREFORE, it has been agreed between the parties as under:

1. As per the letter no 11013/30/2003-BM-III Desk of 2nd November 2004, NPCC has been awarded construction of IBB road and fence for the following stretch in Mizoram sector (BP No. 2338 to BP No. 2350 - 55 KM):

2. The services to be provided by NPCC shall be as under:

- Carrying out detailed survey of the Sector of the Project allocated to it.
- Finalisation of alignment in consultation with BSF and DM of the area:
- Deciding upon the type of fencing required for the sector as per site conditions in consultation with BSF.

T V Srinivas
Govt of India

Contd.

- iv). Preparation of comprehensive estimate for the works required for Sector.
- v). Submission of the estimate to MHA.
- vi). Getting the works executed as Execution Agency.
- vii). Handing over of the completed works to BSF or nominated agency of MHA.
- viii). Rectifications of defects during defect liability period.

2. NPCC shall carry out survey of the stretches for the project allocated to it and shall prepare a comprehensive estimate for the project after identifying the road and type of fencing required as per site conditions and as finalized with BSF. This estimate shall be prepared on the basis of CPWD norms wherever applicable and on the basis of market rate analysis where CPWD rates etc. are not applicable. This estimate should be comprehensive and should include for but not limited to the following:

- a) Survey & field investigations
- b) Jungle clearance & cutting of trees
- c) Fencing (As per type required) with access gates
- d) Retaining Wall, earth filling, earth cutting
- e) Link roads/access roads to BOP and from PWD roads
- f) Power supply
- g) Water supply
- h) Cost of land acquisition in consultation with DM of the districts
- i) Other enabling works
- j) Provision of contingencies, local charges, agency charges, etc.
- k) All as required for assessing the completion

4. The estimate shall be submitted to the Border fencing and Roads Cell under ADG (Border), CPWD for vetting. The approved cost for this work shall be as per estimates scrutinized by the Technical Committee and approved by the High Level Empowered Committee. The approved cost should not exceed during execution provided there is no change in specification, scope of work or site condition during execution of works from the provisions envisaged at the time of preparation of estimates.

5. NPCC shall take up this work on Deposit basis as per provision of CPWD Manual. NPCC shall be paid agency charges at 10% of the actual cost of the work. The actual cost of work incurred plus NPCC agency charges on the same shall only be charged on the project and saving on the estimated cost shall be to MHA's account.

6. On the basis of approved project cost, MHA shall release to NPCC 25% of the approved cost as initial deposit. NPCC shall incur expenditure from this deposit for the execution of work and NPCC shall submit monthly expenditure statement in the accounting proforma of CPWD. The initial deposit shall be re-couped by MHA upon submission of expenditure statement by NPCC and MHA shall ensure that sufficient funds are available with NPCC at all the time for carrying out the work unhindered.

7. NPCC shall liaison with the State Government/local authorities for acquisition of land and getting forest/environmental clearance for carrying out the IBB road and fence related works. NPCC shall also finalize the alignment of fencing in joint consultation with BSF & DM of the area where the fencing is proposed. NPCC shall hand over the fencing and allied works after their completion to the designated agency nominated by MHA.

D. L. D. + 1.

J. K. Surbha
 Sd/-
 Jt. Secy. (BOP)



Contd.

- 8. NPCC shall adhere to the time schedule mutually prepared and agreed between NPCC and MHA. The NPCC shall complete the entire stretch of 55.0 km allotted to them by April 2007. However, if during the course of investigation, any major bridges are to be constructed, then the time for completion shall be decided mutually.
- 9. NPCC shall be liable to the liquidated damages in case the work is delayed by the NPCC beyond the agreed time schedule due to the reasons solely attributable to NPCC. The liquidated damages shall be 2% (Two percent) of the balance value of work for each month of delay beyond stipulated time of completion subject to a maximum of 10% (ten percent only) of the balance value of work.
- 10. NPCC will submit to MHA monthly report indicating physical progress, financial progress etc. for each project. While executing the project, NPCC will strictly implement the quality control and quality assurance functions as per NPCC's Quality Plan and as per CPWD norms.
- 11. NPCC shall be responsible for rectification of defects during defect liability period of 12 months after completion of the works.
- 12. NPCC shall appoint a Nodal Officer at Delhi who shall Co-ordinate the various activities of the project.
- 13. While further details and estimates are being processed, NPCC will start the construction activities on the basis of this MOU.

Signed at New Delhi on this day as mentioned above.

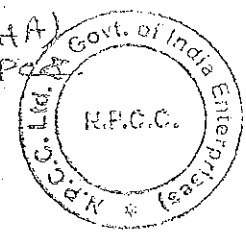
For and on behalf of:
 MINISTRY OF HOME AFFAIRS
 BORDER MANAGEMENT DIVISION,
 P. K. Pathak
 (P. K. PATHAK)
 Director
 Ministry of Home Affairs
 New Delhi.

Witness

For and on behalf of:
 NATIONAL PROJECTS CONSTRUCTION
 CORPORATION LIMITED
 J.K. Sinha
 (J.K. SINHA)
 S.E.(A), NPCC

Witness

RE
 (N.K. GANAI)
 EEC, NPCC
 Faridkot



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered on this 17 day of Nov, 2004.

Between

MINISTRY OF HOME AFFAIRS,
BORDER MANAGEMENT DIVISION,
NORTH BLOCK,
NEW DELHI-110011

Hereinafter referred to as 'MHA'

and

NATIONAL BUILDINGS CONSTRUCTION CORPORATION LIMITED,
NBCC BHAWAN,
WHITE ROAD,
NEW DELHI-110002

Hereinafter referred to as 'NBCC'

WITNESSETH

WHEREAS MHA intends to award the work of Construction of Fencing and Road for certain stretches of the Mizoram Sector along Indo-Bangladesh Border (IBB) to NBCC (hereinafter referred to as "Project").

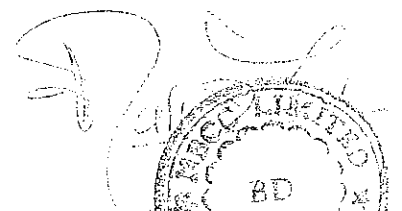
WHEREAS NBCC, a Government of India Enterprise, under Ministry of Urban Development has all the resources and capabilities in taking up construction works of IBB Fencing and Road as per the requirements of MHA and has agreed to take up this project.

NOW THEREFORE, it has been agreed between the parties as under:

1. As per the MHA Letter of Award issued vide letter no. 11013/30/2003-BM-III Desk dated 2nd November, 2004, NBCC shall be the Execution Agency for the construction of IBB Fencing and Road in the State of Mizoram for the following stretches:

FROM AMICHURIMUKH (BP 2300) TO MARPARA (BP 2319) - 147 KM.

P. K. Patra



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2. The services to be provided by NBCC shall be as under:-

- i) Carrying out detailed survey of the Sector of the Project allocated to it.
- ii) Finalization of alignment in consultation with BSF and DM of the area.
- iii) Deciding upon the type of fencing required for the sector as per site conditions in consultation with BSF.
- iv) Preparation of comprehensive estimate for the works required for Sector.
- v) Submission of the estimate to MHA
- vi) Getting the works executed as Execution Agency
- vii) Handing over of the completed works to BSF or nominated agency of MHA
- viii) Rectifications of defects during defect liability period

3. MHA shall supply the details of the sector for the project allocated to it and shall prepare a detailed estimate of the works to be executed as per the type of fencing required as per site conditions and as finalized with BSF. This estimate shall be prepared on the basis of CPWD norms wherever applicable and on the basis of market rate analysis where CPWD rates etc. are not applicable. This estimate should be comprehensive and should include for but not limited to the following:

- a) Survey & field investigations
- b) Jungle clearance & cutting of trees
- c) Fencing (As per type required) with access gates
- d) Retaining Wall, earth filling, earth cutting
- e) IBB Roads as per type required
- f) Link roads/access roads to BOP and from PWD roads
- g) Pipe Culverts
- h) Patrolling track along the fencing
- i) Cost of land acquisition
- j) Cost of security cover
- k) Other enabling works
- l) Provision of contingencies, local charges, agency charges etc.
- m) All as required for assessing the completion cost of the works

V. Mathale



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4. The estimate shall be submitted to the Border Fencing and Roads Cell under ADS (Border), CPWD for vetting. The approved cost for this work shall be as per estimates scrutinized by the Technical Committee and approved by the High Level Empowered Committee. The approved cost should not exceed during execution provided there is no change in specification, scope of work or site condition during execution of works from the provisions envisaged at the time of preparation of estimates.
5. NBCC shall take up this work on "deposit basis" as per provisions of CPWD manual. NBCC shall be paid agency charges at 10% of the actual cost of the work. The actual cost of the work incurred plus NBCC's agency charges on the same shall only be charged to the project and saving on the estimated cost shall be to MHA's account.
NBCC shall deposit 10% of the approved cost as initial deposit. NBCC shall incur expenditure from this deposit for the execution of work and NBCC shall submit periodic expenditure statement in the accounting proforma of CPWD. The initial deposit shall be recouped by MHA upon submission of expenditure statement by NBCC and MHA shall ensure that sufficient funds are available with NBCC at all times for carrying out the works unhindered.
7. NBCC shall be responsible for liaising with the State Government/local authorities for acquisition of land and getting forest/environmental clearance for carrying out the fencing & related works. NBCC shall also finalize the alignment of the fencing in joint consultation with BSF & DM of the area where the fencing is proposed. NBCC shall hand over the fencing, IBB Roads and allied works after their completion to the designated agency nominated by MHA.
8. NBCC shall adhere to the following time frame for submission of estimate and execution of work shall be as under:
 - i) FOR SUBMISSION OF ESTIMATES:
The fencing & road work of entire stretch of 147 KM shall be divided into four segments of 37 KM each (approx.). The detailed estimate of entire

P. K. Patil



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different segments of 37 KM.(approx.) each will be submitted to BFR Cell of CPWD in phased manner from December, 2004 to February, 2006.

ii) FOR EXECUTION OF WORK:

The fencing and road works of entire stretch of 147 KM shall be completed by March, 2007. The work shall be taken up and completed in phases.

- 9. NBCC shall be liable to the liquidated damages in case the work is delayed by the NBCC beyond the agreed time schedule due to the reasons solely attributable to NBCC. The liquidated damages shall be 2.00% (Two Percent only) of the balance value of work for each month of delay beyond stipulated time of completion subject to a maximum of 10% (Ten Percent only) of the balance value of work.
- 10. NBCC will be responsible for the timely procurement of all the materials, equipment, progress etc. for each project. While executing the project, NBCC will strictly implement the quality control and quality assurance functions as per NBCC's Quality Plan and as per CPWD norms.
- 11. NBCC shall be responsible for rectification of defects during defect liability period of 12 months after completion of the works.
- 12. NBCC shall appoint a Nodal Officer at Delhi who shall Co-ordinate the various activities of Co-ordination and Monitoring of the projects.
- 13. While further details and estimates are being processed, NBCC will start the pre- construction activities on the basis of this MOU.

Signed at New Delhi on this day as mentioned above.

For and on behalf of:

P. K. Pathak

MINISTRY OF HOME AFFAIRS
Director
Ministry of Home Affairs
New Delhi.

Witness

P. K. Pathak

For and on behalf of:

[Signature]
National Buildings Construction Corporation Limited
(A Corp. of India Govt. Co.)
NBCC House, Lodhi Road
New Delhi-110 005

NATIONAL BUILDINGS CONSTRUCTION CORPORATION LIMITED

Witness

[Signature]

(CAJ 0070)

PROJECT MANAGER

10/11/04

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered on this 17th day of Nov, 2004.

Between

MINISTRY OF HOME AFFAIRS,
BORDER MANAGEMENT DIVISION,
NORTH BLOCK,
NEW DELHI-110011.

Hereinafter referred to as 'MHA'

and

NATIONAL BUILDINGS CONSTRUCTION CORPORATION LIMITED,
NBCC BHAWAN,
LODHI ROAD,
NEW DELHI-110001.

Hereinafter referred to as 'NBCC'

WITNESSETH

WHEREAS MHA intends to award the work of Construction of IBB Road for certain stretches of the Tripura Sector along Indo-Bangladesh Border (IBB) to NBCC (hereinafter referred to as "Project").

WHEREAS NBCC, a Government of India Enterprise, under Ministry of Urban Development has all the resources and capabilities in taking up construction works of IBB Road as per the requirements of MHA and has agreed to take up this project.

NOW THEREFORE, it has been agreed between the parties as under:

MHA vide their letter No.11013/25/2002/BM IJJ Desk dated 13.09.2004 has allotted the construction of border Roads for the following stretches in Tripura Sector along Indo-Bangladesh Border.

J. K. Patil

J. K. Patil

S. NO.	LOCATION		ROAD LENGTH AS ALLOTTED BY MHA (KM)	ROAD LENGTH CONSTRUCTED / PROPOSED OR ESTIMATE ALLOCATED EARLIER TO NBCC (KM)	BALANCE ROAD LENGTH FOR THIS MOU (KM)
	FROM	TO			
i)	BP - 1997	BP - 2008	9.80	8.00	1.80
ii)	BP - 2016	BP - 2090	50.50	29.50 (10+19.5)	21.00
iii)	BP-2235/3-RI	BP-2251/1-RI	32.00	-	32.00
Sub-Total (A)			92.30	37.50	54.80
iv)	BP - 2159	BP - 2199	56.40	-	56.40
v)	BP - 2207/5-RI	BP 2218/1-RI	19.00	-	19.00
Sub Total (B)			75.40	-	75.40
Grand Total (A+B)			167.70	37.50	130.20

2. The services to be provided by NBCC shall be as follows:

- i) Carrying out detailed survey of the Sector of the Project allocated to it.
- ii) Finalization of alignment in consultation with BSF and DM of the area.
- iii) Deciding upon the type of road required for the sector as per site conditions in consultation with BSF.
- iv) Preparation of comprehensive estimate for the works required for Sector.
- v) Submission of the estimate to MHA
- vi) Getting the works executed as Execution Agency
- vii) Handing over of the completed works to BSF or nominated agency of MHA
- viii) Rectifications of defects during defect liability period

3. NBCC shall carry out survey of the sector for the project allocated to it and shall prepare a comprehensive estimate for the project as per site conditions and as finalized with BSF. This estimate shall be prepared on the basis of CPWD norms wherever applicable and on the basis of market rate analysis where CPWD rates etc. are not applicable. This estimate should be comprehensive and should include for but not limited to the following:

- a) Survey & field investigations
- b) Jungle clearance & cutting of trees
- c) Road (as per type required) with access gates
- d) Retaining Wall, earth filling, earth cutting

J. K. Pathak

Ravi Sankar

1190
10/27

- e) Pipe Culverts
 - f) Cost of land acquisition
 - g) Cost of security cover
 - h) Other enabling works
 - i) Provision of contingencies, local charges, agency charges etc.
 - j) All as required for assessing the completion cost of the works
4. The estimate shall be submitted to the Border Fencing and Roads Cell under ADG (Border), CPWD for vetting. The approved cost for this work shall be as per estimates scrutinized by the Technical Committee and approved by the High Level Empowered Committee. The approved cost should not exceed during execution provided there is no change in specification, scope of work or site condition during execution of works from the provisions envisaged at the time of preparation of estimates.
5. On the basis of approved project cost, MHA shall release to NBCC 25% of the approved cost as initial deposit. NBCC shall incur expenditure from this deposit for the execution of work and NBCC shall submit periodic expenditure statement in the accounting proforma of CPWD. The initial deposit shall be recouped by MHA upon submission of expenditure statement by NBCC and MHA shall ensure that sufficient funds are available with NBCC at all times for carrying out the works unhindered.
6. NBCC shall be responsible for liaisioning with the State Government/local authorities for acquisition of land and getting forest/environmental clearance for carrying out the fencing & related works. NBCC shall also finalize the alignment of the fencing in joint consultation with BSF & DM of the area where the fencing is proposed. NBCC shall hand over the fencing and allied works after their completion to the designated agency nominated by MHA.

P. K. Pathak

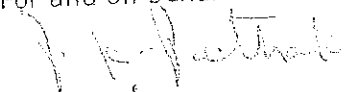
[Signature]


132/189

8. NBCC shall adhere to the following time frame for submission of estimate and execution of work shall be as under:
NBCC shall submit the estimate by 30.11.2004 and shall complete the work in 15 months i.e. by 31.03.2006. The map and the bar chart is enclosed.
9. NBCC shall be liable to the liquidated damages in case the work is delayed by the NBCC beyond the agreed time schedule due to the reasons solely attributable to NBCC. The liquidated damages shall be 2.00% (Two Percent only) of the balance value of work for each month of delay beyond stipulated time of completion subject to a maximum of 10% (Ten Percent only) of the balance value of work.
10. NBCC will submit to MHA monthly report indicating physical progress, financial progress and the cost of work. NBCC will also implement the quality control and quality assurance functions as per NBCC's Quality Plan and as per CPWD norms.
11. NBCC shall be responsible for rectification of defects during defect liability period of 12 months after completion of the works.
12. NBCC shall appoint a Nodal Officer at Delhi who shall Co-ordinate the various activities of Co-ordination and Monitoring of the projects.
13. While further details and estimates are being processed, NBCC will start the pre- construction activities on the basis of this MOU.

Signed at New Delhi on this day as mentioned above.

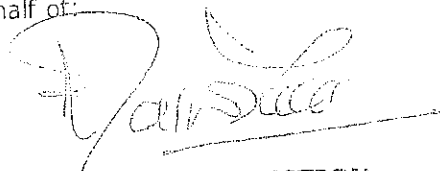
For and on behalf of:



MINISTRY OF HOME AFFAIRS

Witness

For and on behalf of:



NATIONAL BUILDINGS CONSTRUCTION CORPORATION LIMITED

Witness



A. K. RATWARI

Adm. General Manager

National Buildings Construction Corporation Ltd.

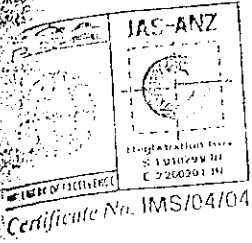
(A Govt. of India Enterprise)

NBCC, Bhawan, Lodhi Road

New Delhi - 110002

1188
टेलिफोन / TELEPHONE : 24361665
फैक्स / FAX : 011-24363426
011 24363293

GRAMS : VENTURE & PLANTING ND
E-mail : epind@nfo.vsnl.net.in
Website : www.engineeringprojects.com



इंजीनियरिंग प्रोजेक्ट्स (इंडिया) लि.
ENGINEERING PROJECTS (INDIA) LTD.



(भारत सरकार का उद्यम)
(A GOVT. OF INDIA ENTERPRISE)
AN ISO 9001 & ISO 14001 COMPANY

क्षेत्रीय कार्यालय : उत्तर
कोर - 3, स्कोप कॉम्प्लेक्स
7, इन्स्टीट्यूशनल एरिया, लोधी रोड
नई दिल्ली - 110003
NORTHERN REGIONAL OFFICE
CORE-3, SCOPE COMPLEX
7, INSTITUTIONAL AREA, LODHI ROAD
NEW DELHI-110003

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered on the 14th day of December 2004.

MINISTRY OF HOME AFFAIRS
BORDER MANAGEMENT DIVISION
NORTH BLOCK
NEW DELHI - 110011

(Hereinafter referred to as 'MHA' which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and permitted assignees.)

and

ENGINEERING PROJECTS (INDIA) LTD.
CORE 3, SCOPE COMPLEX
7, INSTITUTIONAL AREA
LODHI ROAD, NEW DELHI

(Hereinafter referred to as 'EPI' which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and permitted assignees.)

WITNESSETH

WHEREAS MHA is intending to award the work of Construction of Border Road and Fencing for certain stretches of Mizoram sector along Indo Bangladesh Border (IBB) to EPI (hereinafter referred to as "Project").

WHEREAS EPI, a Government of India Enterprise, under Ministry of Heavy Industries & Public Enterprises has all the resources and capabilities in taking up construction works of IBB Border Road and Fencing as per the requirements of MHA and has agreed to take up this project.

[Signature]

[Signature]

पंजी. कार्यालय : कोर - 3, स्कोप कॉम्प्लेक्स, लोधी रोड, नई दिल्ली - 110003 (भारत)
REGD. OFFICE : CORE-3, SCOPE COMPLEX, LODHI ROAD, NEW DELHI-110003 (INDIA)

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NOW THEREFORE, it has been agreed between the parties as under.

1. As per the decision taken vide letter no.11013/30/2003-BM III Desk dated 2nd November, 2004, EPI shall be the Execution Agency for the construction of Fencing and Border Road in Mizoram for following Stretch:

<u>STRETCH</u>	<u>LENGTH</u>	<u>TENTATIVE PROJECT COST</u>
FROM MARPARA (BP 2319) TC DEMAGIRI (BP 2338)	46.00 Km	105.00 Crore(approx)

2. The services to be provided by EPI shall be as under:

- i) Carrying out detailed survey of the Sector of the Project allocated to it.
- ii) Finalisation of alignment in consultation with BSF and DM of the area.
- iii) Deciding upon the type of fencing required for the sector as per site conditions.
- iv) Preparing a comprehensive estimate for the works required for the Sector.
- v) Submission of the estimate to MHA.
- vi) Getting the works executed as Execution Agency.
- vii) Handing over of the completed works to BSF or nominated agency of MHA.
- viii) Rectifications of defects during defect liability period.

3. EPI shall carry out survey of the sector for the project allocated to it and shall prepare a comprehensive estimate for the project after identifying the type of fencing required as per site conditions and as finalized with BSF. This estimate shall be prepared on the basis of CPWD norms wherever applicable and on the basis of market rate analysis where CPWD rates etc. are not applicable. This estimate should be comprehensive and should include for but not limited to the following:

- i) Survey and field investigations
- ii) Jungle clearance & cutting of trees
- iii) Fencing (As per type required) with access gates
- iv) Retaining Wall, earth filling, earth cutting

P. K. Patil

— [Signature]

- v) IBB Roads as per type required
- vi) Link roads/access roads to BOP and from PWD roads
- vii) Pipe Culverts
- viii) Patrolling track along the fencing
- ix) Cost of land acquisition
- x) Cost of Security cover
- xi) Other enabling works
- xii) Provision of contingencies, local charges, agency charges etc.
- xiii) All as required for assessing the completion cost of the works

4. The estimate shall be submitted to the Border fencing and roads cell under ADG (Border), CPWD for vetting. The approved cost for this work shall be as per estimates scrutinized by the Technical Committee and approved by the High Level Empowered Committee. The approved cost should not exceed during execution provided there is no change in specification, scope of work or site condition during execution of works from the provisions envisaged at the time of preparation of estimates.

EPI shall take up this work on "Deposit Basis" as per provisions of CPWD. The actual cost of the work shall be 100% of the actual cost of the work. Only the actual cost of the work shall be charged to the project and saving on the estimated cost shall be credited to the account.

6. On the basis of approved project cost, MHA shall release to EPI 25% of the approved cost as initial deposit. EPI shall incur expenditure from this deposit for the execution of work and EPI shall submit monthly expenditure statement in the accounting proforma of CPWD. The initial deposit shall be recouped by MHA upon submission of expenditure statement by EPI and MHA shall ensure that sufficient funds are available with EPI at all times for carrying out the works unhindered.

7. EPI shall be responsible for liaising with the State Government / local authorities for acquisition of land and getting forest / environmental clearance for carrying out the Fencing and Road and related work. EPI shall also finalize the alignment of the fencing in joint consultation with BSF & DM of the area where the Fencing and Road is proposed. EPI shall hand over the Fencing, IBB Roads, and allied works after their completion to the designated agency nominated by MHA.

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8. EPI shall adhere to the time frame for submission of estimate and execution of works as given under:

a) FOR SUBMISSION OF ESTIMATES

The Fencing and IBB Road work of entire stretch of 46.00 Km shall be divided into two segments approximately of 23.00 Km each. The detail estimate of entire stretch of 46.00 Km shall be submitted to BFR Cell of CPWD in phased manner from February 2005 to February 2006.

b) FOR EXECUTION OF WORKS

The work of Fencing and Border Road shall be taken up in phases as per

Annexure I

9. EPI shall be liable to the liquidated damages in case the work is delayed by the EPI beyond the agreed time schedule due to the reasons solely attributable to EPI. The liquidated damages shall be 2% (Two percent only) of the balance value of work for each month of delay beyond stipulated time of completion subject to a maximum of 10% (ten percent) of the balance value of work.

10. EPI will submit to MHA monthly report indicating physical progress, financial progress etc. for each project. While executing the project, EPI will strictly implement the quality control and quality assurance functions as per EPI's Quality Plan and as per CPWD norms.

11. EPI shall be responsible for rectification of defects during defect liability period of 12 months after completion of the works.

P. K. Patthal

.....5/-

5:

- 12. EPI shall appoint a Nodal Officer at Delhi who shall co-ordinate the various activities of Co-ordination and Monitoring of the projects.
- 13. While further details and estimates are being processed, EPI will start the pre-construction activities on the basis of this MOU.

Signed at New Delhi on this day as mentioned above

For and on behalf of

[Handwritten signature]

(P. M. PATHAK)
Director
Ministry of Home Affairs
New Delhi.

For MINISTRY OF HOME AFFAIRS

For and on behalf of

[Handwritten signature]
A. S. KHARB
Addl. General Manager
Engineering Projects (India) Ltd.
Core-3, Scope Complex
7, Lodhi Road, New Delhi-110003

FOR ENGINEERING PROJECTS (I)
LTD.

Witness

Witness

[Handwritten signature]
(R.N. SINGH)
Dy. G.M.

EPIL, CORE-3, SCOPE COMPLEX
LODHI ROAD, NEW DELHI-110003

(133)

1229/14/BM-14
22/4

12/AS(BM-III)
21/4/14

To
The Deputy Secretary & C.P.I.O.
Mr. Amit Nirmal
Office of the BM.III Section, Ministry of Home
Affairs, Govt. of India, New Delhi

Dated, 6/4/2014

Sub:- Request for information under the Right to Information Act, 2005.

Sir,

With reference to your letter No.11017/5/2014-BM.III, dated, 3/04/2014, wherein you have asked to deposit, Rs.46/- (Forty Six Rupees) for requested information. Accordingly, I am to enclose herewith the following postal orders: No.24F 394369, Rs.10/- (Ten Rupees), No.24F 394370, Rs.10/- (Ten Rupees), No.24F 394371, Rs.10/- (Ten Rupees), No.24F 394372, Rs.10/- (Ten Rupees), No.24F 394373, Rs.10/- (Ten Rupees), Total-Rs.50/- (Fifty Rupees)

Therefore, kindly send the complete and clear information as requested in points.1 and 7 in my RTI petition as soon as possible for which I would be grateful to you. With regards.

Yours Sincerely,

(Signature)

(Suman Jyoti Bhikkhu)

Maya Sarover Area, PO. Bodhgaya,
Dist. Gaya, Bihar, Pin-824231

Encl: As stated above,

(Signature)
17/4/17

US (BM-III) - on leave

SO (BM-III)

Copy to:- The Chief Information Commissioner, Central Information Commission,
New Delhi, for intimation and record.

(Signature)
24/4/14

गृह मंत्रालय
Ministry of Home Affairs

जी. ए. आर. 6 / G. A. R. 6
(नियम 22(1) देखें) (See Rule 22(i))

रसीद / RECEIPT

29028

सं. /No.

दिनांक 23/4/2014
Dated 23/4/2014

श्री/श्रीमती/सुश्री
Received From Shri/Smt./Km.....

Suman Jyoti Bhatnagar

के पत्र संख्या/संदर्भ संख्या के साथ
with Letter No./Reference No.....

P.T. के दिनांक 20
Dated 20

बैंकर्स चेक/ड्राफ्ट/भारतीय पोस्टल आर्डर संख्या

Banker's Cheque/Draft/Indian Postal Order No. 248 3943697 73

के रूप में रुपये की नकद धनराशि
the sum of Rupees by Cash

only

सूचना के अधिकार अधिनियम, 2005 के शुल्क हेतु प्राप्त की।
on account of fee under Right to Information Act 2005.

[Signature]

आद्यक्षर /Initials

रुपये / Rs. 50/-

पदनाम / Designation