



**MEMORANDUM OF UNDERSTANDING**

*between*

**CENTRAL SOIL AND MATERIALS RESEARCH STATION,  
DEPARTMENT OF WATER RESOURCES,  
RIVER DEVELOPMENT AND GANGA REJUVENATION,  
MINISTRY OF JAL SHAKTI**

*and*

**KEN BETWA LINK PROJECT AUTHORITY  
DEPARTMENT OF WATER RESOURCES,  
RIVER DEVELOPMENT AND GANGA REJUVENATION,  
MINISTRY OF JAL SHAKTI**

*for*

**QUALITY ASSURANCE AND SPECIAL PROBLEMS DURING  
CONSTRUCTION OF DAUDHAN DAM AND ITS  
APPURTENANT STRUCTURES UNDER KEN -BETWA LINK  
PROJECT**

**MARCH, 2025**

**BHOPAL**

## **1.0 VISION AND OBJECTIVES OF MEMORANDUM OF UNDERSTANDING (MoU)**

### **1.1 Vision:**

The Ken-Betwa Link Project- Phase-I has been planned as a multipurpose project in the districts of Chhatarpur & Panna of Madhya Pradesh with irrigation as a major benefit and power, drinking water supply and flood moderation as other incidental benefits.

Phase- I of the link project envisages the construction of a 96.70 m high and 2002.45 m long composite dam across Ken River at Daudhan with sluice spillways to pass the design flood of 57202 cumecs. The project includes a 221 km long canal including cross drainage structures, and two tunnels (Lower Level Tunnel of dia. 5.5m, 1.1 km long HRT and Upper Level Tunnel of dia. 8.50 m, 1.929 km for link canal). Two surface Power Houses (PH-I at the toe of Daudhan dam (2 x 30 MW) and the other at the exit of the Lower-Level Tunnel (PH-II 3 x 6 MW) have also been envisaged.

This project will provide irrigation facilities to various districts in Madhya Pradesh and Uttar Pradesh benefitting lakhs of farmer families. The project will also provide multiple facilities to the people of the region.

### **1.2 Project Components:**

Attached as Annexure-I

### **1.3 Objectives of the MoU:**

The CENTRAL SOIL AND MATERIALS RESEARCH STATION (CSMRS) being an World class Centre of excellence in the areas of soil mechanics, rock mechanics, concrete technology and allied areas, research and development in the field of water resources, NWDA has been taking consultancy from CSMRS for preparation of DPR of KBLP. Now KBLPA intends to obtain expert services of CSMRS during execution of the project for Quality Assurance and special problems for construction of Daudhan dam and its appurtenant structures under Ken-Betwa Link Project.

RAK

CPK

The current MoU proposes a long term agreement and will continue till the completion of the project, unless mutually agreed to be terminated earlier.

## **2.0 THE SCOPE OF WORKS**

The scope of works in the current MoU shall cover the consultancy works for Quality Assurance during construction of Daudhan dam and its appurtenant structures.

- i. To carry out the Quality Assurance and consultancy services for special problems during the execution of Daudhan dam and its appurtenant structures.
- ii. The Quality Manual/Quality Control documents shall be provided by KBLPA to decide the frequency/schedule for the quality assurance for different component of the dam and its appurtenant structures.

## **3.0 PAYMENT FOR CONSULTANCY WORK/SERVICES:**

The consultancy work by CSMRS, New Delhi shall be carried out on actual time and cost basis plus overhead charges as per the norms of Government of India. The Field and laboratory testing charges shall be based on the prevailing Schedule of Rates (SoR) applicable during execution of work for the actual work under taken. Wherever the SoR is not available for certain tests, the charges are subject to actual expenditure. The charges for site visit, project handling and report preparation shall be on actual time and cost basis plus applicable overhead charges. Minimum 50% payment of estimated cost in advance has to be made and the balance payment as per actual final/Interim bill.

## **4.0 RESPONSIBILITIES:**

### **4.1 Responsibilities of KBLPA**

- (i) Suitable conveyance facility to the CSMRS officers/team shall be provided from the nearby bus terminal/railway station/airport for onward journey to project site and back as and when required.
- (ii) KBLPA shall provide to and fro Air /Rail tickets for CSMRS officials to visit the project as per the entitlement of CSMRS Officials.
- (iii) Provide all logistics and other assistance to concerned officers of CSMRS for their

visit to project site for collection of samples, packaging and transportation of the collected samples to CSMRS, New Delhi on expenses of KBLPA.

- (iv) KBLPA shall complete the all site preparatory works, arrangement of JCB/drilling machines and other machines/equipment's for field investigations including drill holes/trial pits/ removal of over burden/ weathered rock for sample collection and required manpower; however, CSMRS shall guide the preparation of test sites.
- (v) Transportation of field equipment from CSMRS to Project site and back to CSMRS after completion of testing work.
- (vi) Providing watch and ward for the CSMRS equipment and safety of CSMRS officials at site.
- (vii) In case of any specialized test/investigations as per the requirements of the work, which equipment's is not available at CSMRS, the same shall be arranged by the KBLPA at CSMRS, New Delhi.
- (viii) Providing PPE kits as per site requirements.
- (ix) Arrangement of first aid/medical and drinking water facilities for the field party during the work.
- (x) Arrangement for suitable boarding and lodging facility near site.
- (xi) Providing skilled/unskilled labour as required by CSMRS field party during the execution of work.
- (xii) At least one officer not below the rank of Assistant engineer carrying the imprest to meet day to day expenses shall be present at Project for smooth functioning of work.
- (xiii) Any other contingency requirement at project.

#### **4.2 Responsibilities of CSMRS**

- I. CSMRS shall carry out the work in such a manner so as to complete the work at the earliest and within the stipulated time frame.
- II. Considering the items included in the scope of work, the CSMRS shall carry out the Quality Assurance during execution of project and guide the KBLPA for any special problems.
- III. In case of special problems arising during the execution of the project, the problem

shall be mutually discussed between KBLPA and CSMRS. CSMRS may provide the consultancy services the special problem on mutual agreement with KBLPA and for any delay on part of the special problems, CSMRS shall not be held responsible.

- IV. Barring unforeseen circumstances, CSMRS shall submit the reports within 3 (Three) months after completion of field works. .
- V. In case of special requirements, the CSMRS experts may have to undertake site visit for providing guidance in site preparation, selection of quarry and collection of samples.
- VI. CSMRS shall not be responsible for any delay in the completion of field investigation works due to failure of equipment/ machines of other associated agencies like drilling machine, vehicle etc., and due to the adverse weather conditions and other unforeseen factors.

Both the organizations shall nominate a nodal officer at appropriate level for effective communication between the two organizations.

#### **5.0 MONITORING MECHANISM**

As the project is to be completed in a time bound manner, the progress of the work under this MoU will be monitored by KBLPA and a brief status-cum progress report of the consultancy works shall be prepared by KBLPA on quarterly basis through the designated nodal officer and shall be shared with CSMRS.

#### **6.0 TIME SCHEDULE AND VALIDITY OF MOU**

The current MoU proposes a long term agreement between CSMRS and KBLPA for the consultancy works as per the Scope of Work till the completion of the project or unless both the parties mutually agreed to terminate earlier.

#### **7.0 AUTHORIZED REPRESENTATIVES**

Dr. Manish Gupta, Scientist E, CSMRS, Olof Palme Marg, Hauz Khas, New Delhi-110016 shall be the authorized representative of CSMRS while Shri Raj Kumar Mishra, Additional Chief Executive officer (HW), Bhopal shall be the authorized

RM



representative of KBLPA. All the correspondence shall be made by or through authorized representatives only.

## **8.0 ARBITRATION AND LEGAL RESPONSIBILITIES**

In the event of any dispute or difference relating to interpretation and application of provisions of this MoU, either party shall settle such dispute by mutual agreement, failing which the matter will be referred to the Secretary, Department of Water Resources, River Development & Ganga Rejuvenation, Ministry of Jal Shakti, Govt. of India whose decision shall be final and binding on both the parties.

CSMRS will not be held responsible for or made a party for any legal complications arising out of the proposed Project, only technical output will be provided by the CSMRS as per the requirement of KBLPA.

## **9.0 OWNERSHIP OF THE REPORTS**

The data and reports on laboratory investigations prepared by CSMRS shall become the property of KBLPA. However, CSMRS may publish the data in journal etc. with consent of KBLPA without compromising the interest of KBLPA for research and academic purpose.

## **10.0 AMENDMENTS**

Amendments to the terms and conditions of the contract, including any modification of scope of services, shall be made by the written agreement between the two parties. However; each party shall give due consideration to any proposals for amendments made by the other party. The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

## **11.0 FORCE MAJEURE**

Neither party of this MoU shall be liable to the other party for any failure or delay in the performance of its obligations due to any case of circumstances which are beyond its control. In the event of delay of performance caused by force majeure the resulting delay

shall not be considered default or failure to perform and the agreed time for performance may be extended for a period of not more than the duration of such force majeure. Force majeure shall include acts of God, such as earthquake, continuous heavy downpour, political/other local disturbances etc., and also war, riots, break-down of law and order caused by terrorists, Naxalites and other activists.

MEMORANDUM OF UNDERSTANDING (MoU) is signed today, the Twenty Fifth day of March 2025.

RKM  
25/3/25

Name: Raj Kumar Mishra  
Designation: Additional Chief Executive Officer (HW)  
Ken Betwa Link Project Authority Bhopal.

**(On behalf of KBLPA)**

In the presence of

Witness 1: PRAMOD KUMAR  
Signature: pramodkumar  
Name:  
Designation: Assistant Engineer  
Witness 2: Grover  
Signature: laxmi  
Name: Grover  
Designation: Secretary

DMG  
25/03/2025

Name: Dr Manish Gupta  
Designation: Scientist 'E'  
Central Soil and Materials Research Station  
New Delhi.

**(On Behalf of CSMRS)**

In the presence of

Witness 1: Shafiq Noor  
Signature: Shafiq Noor  
Name: Shafiq Noor  
Designation: Scientist E  
Witness 2: Dr. Manish Gupta  
Signature: Dr. Manish Gupta  
Name: (Pullela Sri Krishna Murthy)  
Designation: Secretary