



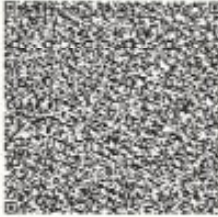
सत्यमेव जयते

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Purchased by : RAIL VIKAS NIGAM
Description of Document : Article 6(2)(a) Agreement relating to deposit of title deed
Property Description : M O U
Consideration Price (Rs.) : 0
(Zero)
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Second Party : NA
Stamp Duty Paid By : RAIL VIKAS NIGAM
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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MEMORANDUM OF UNDERSTANDING (MoU)

Between

RAIL VIKAS NIGAM LIMITED

And

CENTRAL ORGANISATION FOR MODERNISATION OF WORKSHOPS

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This Memorandum of Understanding is made on this the 28th day of August, 2012 between **Rail Vikas Nigam Limited (hereafter referred to as RVNL)**, a Public Sector under the Ministry of Railways having its Registered office at August Kranti Bhawan, Bhikaji Cama Place, New Delhi 110066, which expression shall unless repugnant to the context include its representatives, successors and permitted assignees of the **FIRST PART**; and

Central Organisation for Modernisation of Workshops, New Delhi (hereafter referred to as COFMOW), as SECOND PART

and whereas **RVNL** is engaged in the business of execution of rail infrastructure projects,

and whereas **COFMOW** under Ministry of Railways is engaged in procurement of machinery and plant for Indian Railways.

Accordingly, **RVNL** and **COFMOW** have agreed that **COFMOW** will provide services to **RVNL** with regard to procurement and commissioning of machinery and plant for execution of projects (under Plan Head 42) transferred to **RVNL** by Railway Board as defined in the scope hereunder.

Now, therefore, in consideration of the mutual covenants set out in this MoU, the parties hereby agree as per the terms and conditions detailed hereunder:

1. OBJECTIVE

- a) **COFMOW** will provide technical assistance and consultancy to **RVNL** in regard to the procurement, installation, and commissioning of machinery and plant for execution of projects (under Plan Head 42) transferred to **RVNL** by Railway Board.

2. SCOPE

The scope of the MoU is detailed below. The role and responsibilities of **COFMOW** shall be as under:

- a) Preparation of BOQ and technical specifications for the mechanical engineering works in close coordination with railways and **RVNL** in a time bound manner so that the BOQ with all inclusive realistic cost and detailed technical specifications (prepared by **COFMOW**) can be

directly integrated in the Bid Document of RVNL.

- b) Preparation of tentative M&P layout plan in close coordination with railways, calculation of electrical loads for M&P items and furnishing details of related utilities like compressed air, water & gas pipe lines etc. for the purpose of commissioning of all M&P items.
- c) However, in case separate tenders need to be processed and finalized by COFMOW, involving procurement of special purpose machines (SPMs), which cannot form part of the main tender (to be processed by RVNL), the same shall be done as per existing practice and procedure followed by COFMOW. In such situation, COFMOW shall submit the detailed estimate for procurement of SPMs to RVNL for incorporation in the main estimate in a time bound manner. The estimate shall include D&G admissible to COFMOW for procurement and supervision till successful commissioning of SPMs maximum up to 4% of the cost of M&P.

Although RVNL will be responsible on overall basis for successful completion of the entire project, COFMOW will be responsible for coordination with vendors and clients for supply and installation of the machines as per agreed timelines.

- d) RVNL may seek assistance of COFMOW for inspection of machines only in India against the above projects, on the lines followed by other inspecting agencies.

3. FINANCIAL TERMS & CONDITIONS

- a) For services mentioned in Para 2(a) and 2(b) above, RVNL will reimburse to COFMOW a consultancy fee of 1.25% of the value of mechanical engineering works done by COFMOW and on the basis of cost of LOA issued by RVNL.
- b) For services mentioned above in Para 2(c), COFMOW will be reimbursed D&G charges up to 4% of the cost of the SPMs procured.
- c) For services mentioned in Para 2(d) above, COFMOW will be reimbursed inspection charges @0.5% of the value of the M&P inspected.

- d) Funds for the above will be released by RVNL in favour of COFMOW on successful completion of the tasks detailed in the scope of work. Detailed accountal will be provided by COFMOW for charging to the concerned project. Payment will be made in favour of FA&CAO, COFMOW.

4. VALIDITY PERIOD OF MOU

- a) This MoU shall be valid for a period of three years from the date of signing of the MoU. However, the validity of MoU may be extended as mutually agreed by both the parties.
- b) RVNL shall have the exclusive rights to terminate the MoU for valid reasons, and after serving a notice of 30 days to COFMOW, with no liabilities on either side.

5. DISPUTE RESOLUTION PROCESS:

Disputes between RVNL & COFMOW, if any, will be resolved amicably through mutual discussions. In case any dispute does not get resolved mutually, it will be referred to Member Mechanical, Railway Board for suitable direction and decisions. The decision of MM/ Railway Board will be final and binding on both the parties.

6. GENERAL

- a) This MoU will set the broad terms of the assignment to be carried out by COFMOW as required by RVNL. The detailed agreement with activity plan/ schedule, wherever called for, will be worked out separately in each case between the two parties within the parameters of this MoU.
- b) COFMOW and RVNL agree to nominate specific personnel for operation, conduct and implementation of this MoU as under:
- 1) Shri D. Ghosh Roy, Executive Director/Mech, RVNL or his/her authorized representative shall be the sole operator on behalf of RVNL.
 - 2) Shri Dwarika Prasad, Chief Project Manager, COFMOW or his/her authorized representative shall be the sole operator on behalf of COFMOW.



3) Any changes in the incumbents of these positions will be intimated by the concerned parties to each other, and the nomination will automatically transfer to the new incumbents unless specifically mentioned otherwise in such a communication.

c) The document signed by both the parties constitutes the entire binding and understanding between RVNL and COFMOW.

Signed:  28/08/2012

On behalf of मुख्य परियोजना प्रबंधक/कोफमो
COFMOW Chief Project Manager/COFMOW
(भारतीय रेल)/Indian Railway)

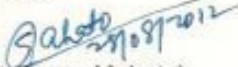
Name: Dwarika Prasad
Tilak Bridge, New Delhi-110002
Chief Project Manager

Office: New Delhi

Date: 28.08.2012

Place: New Delhi

Witness:


(Anil Kumar Mahato)

Consultant, RVNL

Signed:  28/08/2012

On behalf of
RVNL
दे. घोष राय/D. GHOSH ROY
कार्यकारी निदेशक (यांत्रिक)/Executive Director (Mech.)
रेल विकास निगम लि./Rail Vikas Nigam Ltd
(एनएसईए/एनएसईए) (A Govt. of India Enterprise)
New Delhi-110066 / New Delhi-110066

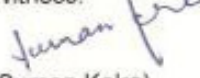
Name: D. Ghosh Roy
Executive Director/Mech

Office: New Delhi

Date: 28.08.2012

Place: New Delhi

Witness:


(Suman Kalra)

Company Secretary, RVNL

