

rites Ltd. (Consultant, Engineers and Project Managers)
(A Govt. of India Enterprise – Ministry of Railways)

**MEMORANDUM
OF
UNDERSTANDING
BETWEEN
MNNIT ALLAHABAD
AND
rites Ltd.**

(October 2008)

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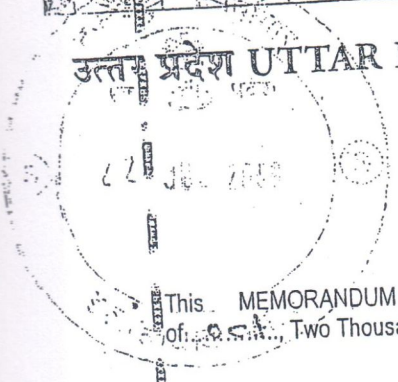
**MEMORANDUM OF UNDERSTANDING
BETWEEN
RITES AND MNNIT ALLAHABAD**

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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter called as 'MOU') is signed on thisday of Two Thousand and Eight

BETWEEN

Motilal Nehru National Institute of Technology (MNNIT) Allahabd, Uttar Pradesh (hereinafter referred as 'MNNIT') as FIRST PARTY

AND

MITES Ltd. 1, Sector 29, GURGAON (HARYANA) (hereinafter referred as 'MITES') as SECOND PARTY

WITNESSETH

WHEREAS, MNNIT has decided to construct certain Institution Buildings, Hostels and Residential Staff Quarters and other infrastructures , in MNNIT within the premises/ campus of MNNIT Allahabad and desires to engage MITES as Executing Agency for implementation of said project . Estimated Project Cost to be entrusted to MITES initially for implementation will be around Rs. 70 Crores (Rupees Seventy Crores only) wherein MITES has been proposed by MNNIT to act as Executing agency on behalf of MNNIT against payment of service charges on actual completion cost to be incurred by MNNIT and therefore , in consideration of the mutual promises and covenants hereinafter contained, it is mutually agreed and declared by and between the parties hereto as follows:

[Signature]
DIRECTOR
MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY
ALLAHABAD - 211 004

[Signature]
DIRECTOR
MITES Ltd. 1, Sector 29, GURGAON (HARYANA)

01 Definitions:

- 1.1 'APPROVAL' shall mean and include the written consent, either manuscript, type written or printed statement, under signature or seal as the case may be, given from time to time by MNNIT or their representative on documents, drawings or other particulars in relation to this Agreement.
- 1.2 'COMMENCEMENT DATE OF CONTRACT' with reference to work contract for actual execution of work shall mean the date on which the land for the work is handed over to RITES.
- 1.3 'COMPLETION PERIOD' with reference to work contract shall mean the period from the commencement date of contract to physical completion of the project.
- 1.4 'CONTRACT' shall mean this AGREEMENT including all exhibits hereto and all documents herein specified and amendments which the parties may hereafter agree in writing to be made to this agreement.
- 1.5 'CONTRACTOR' means any agency appointed by RITES on behalf of MNNIT for carrying out construction of different types of works involved in this Project.
- 1.6 'COORDINATING OFFICER' shall mean the official nominated by MNNIT to whom all the matters related to the Project shall be referred to by RITES for views, decisions , help, approvals etc. as per Scope of Services of the Contract and who shall provide and communicate such views ,decisions ,help, approvals etc. to RITES on behalf of MNNIT.
- 1.7 'DRAWINGS' shall mean and include Engineering Drawings, Sketches, showing plans , sections and elevations related to the Project together with modifications and/or revisions thereto.
- 1.8 'ENGINEER/ ENGINEER IN CHARGE' shall mean the persons nominated from time to time by RITES and shall include those who are expressly authorized by RITES to act for and on behalf of RITES for the provision of the services related to this Agreement.
- 1.9 'MONTH' shall mean calendar month.
- 1.10 'PHYSICAL COMPLETION' with reference to work contract shall mean readiness of the work except in minor respects, which does not prevent occupation of the work for purpose of which the work has been designed.
- 1.11 'PROJECT or WORKS' shall mean the construction of Institution Building, Hostel, Residential Quarters and /or other infrastructure in the campus of MNNIT Allahabad (U.P.)
- 1.12 'PROJECT COMPLETION' with reference to Work Contract shall mean the readiness of all works in all respects for use, after attending the minor Repairs/adjustments.
- 1.13 'SERVICES' shall mean the responsibilities to be discharged by RITES for fulfilling the obligations under this Agreement.
- 1.14 'SPECIFICATIONS' shall mean and include schedules, detailed descriptions, statement of technical data , performance characteristics and standards as applicable and specified in the work contract.
- 1.15 'STANDARDS'-The goods and equipments, utilized for the Works in the Project and the Works in the Project shall conform to the standards mentioned in the Technical Specifications or such other standards which ensure the equal or higher quality and when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods /Equipments utilized in the Works in India and such standard shall be the latest issued by the concerned Institution like Bureau of Indian Standards etc.
- 1.16 'SUB-CONSULTANT' shall mean any agency engaged by RITES for providing any of the services.

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Chief Engineer (A/E) / General Manager
RITES (Railways) / RITES Limited
(Sector Office Allahabad) / (A Sect. Office Allahabad)
Sector-29 / RITES Charholi, U.P.
Ph: 0514-122 001 (Sector Office) / Gurgaon-122 001

- 1.17 'TEST' shall mean such process or procedure to be carried out by RITES as are prescribed in the Work contract in order to ascertain quality, workmanship, performance and efficiency of goods, equipments or part thereof.
- 1.18 'VENDER' means any agency appointed by RITES on behalf of MNNIT for supply of Goods/Equipments for the Project.
- 1.19 'WORDS' in the singular include plural and vice versa.
- 1.20 'WRITING' includes matter either in whole or in part, in manuscript, type written, lithographed, cyclostyled, photographed or printed form under or over signature or seal or as the case may be.

02 Schedule of RITES Fee:


- (a) Consultancy charges (Pre-Tender activities)
3.0 % of actual completion cost
- (b) Consultancy charges (Post-Tender activities)
5.0 % of actual completion cost
- (c) Pre-Tender activities would involve Detailed Project Report including Geo- Technical Investigation and survey report, Architectural Planning including Structural Design. Detailed Estimate, Finalization of Tender Documents for tendering and finalizing the bidders.
- (d) Post-Tender activities would involve Construction Management as per the defined norms including measurements and certification of bills, (Detailed Scope of work will be as given in para-8) Completion and handing over the Project, Monitoring defects liability period, release of Security Deposit and Guarantee etc.

03. Accounting Procedure

- (a) As stipulated in para 4, MNNIT shall provide RITES with necessary funds in advance from time to time for meeting out the cost involved in various items under Actual Completion Expenses/Cost" on behalf of MNNIT, as described in para 5, to the extent payment is to be effected through RITES.
- (b) For this purpose, MNNIT shall make payment of advance amount into the account of the RITES in AXIS-BANK in GURGAON. These funds will be replenished on quarterly basis based on advance projections provided by the RITES duly certified by the RITES Accounts Department. Procedure for such projection shall be as under
- i) RITES shall make financial projections and forward request of funds for each quarter at least 15 days in advance.
- ii) MNNIT shall provide necessary replenishment of funds on quarterly basis based on the RITES's request for funds as stated above. These replenishments shall be treated as advance against the Project
- iii) RITES will open, maintain and operate a separate Bank Account for the project in the name of the RITES in AXIS-Bank, GURGAON. The amount left in the Bank Account will be refunded to MNNIT at the time of closing of account, after all accounts are certified by RITES's Accounts Department.
- iv) RITES shall ensure that the Cost of EMDs / amounts of liquidated damages penalties recovered from the successful Suppliers / Contractors are deposited in the separate bank account mentioned in Para "iii" above.



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ALLAHABAD-211 004


MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY
ALLAHABAD-211 004
(मल्ल नेहरू का प्रतिष्ठान) / M. N. I. T. Allahabad
संस्थापक, दिल्ली-20 / RITES Division, 1, Sector-2
गुरुगाँव-122 001 (हरियाणा) / Gurgaon-122 001 (Haryana)

- v) Monthly statement of accounts shall be furnished to MNNIT by RITES by end of the following month duly certified by the authorized Finance & Accounts representative of RITES. Expenditure particulars of funds shall be submitted to MNNIT in the format.
- vi) Whenever the need arises for obtaining Revised Sanction of Expenditure from MNNIT as explained in Para 8(xv) and 8(xvii), RITES shall take prompt action to approach MNNIT with full justification, MNNIT shall consider to approve it within 30 days of receiving such cases.
- vii) After completion of work, the RITES will prepare detailed, statement of accounts as per agreed formats covering various works contract wise and the expenditure thereof duly certified by the RITES's Authorized Finance & Accounts representative with necessary supporting documents, including copies of final bills and 'As built' drawings, duly certified by the RITES's Engineers. containing all the details of the work.
- viii) All amounts of liquidated damages / penalties, forfeited EMDs if any, shall be transferred to the Accounts of MNNIT.

04.

Stages of Payment

(a) In case of para 2(a) above:

S.N.	Stages	%ages of fee Payable under para2(a)
i)	Mobilization fees on Signing of this Agreement	20%
ii)	Preparation of Conceptual Plan to the satisfaction of the MNNIT along with Preliminary Estimate based on it	10%
iii)	Preparation of Detailed Designs, Drawings and Estimates	30%
iv)	Preparation of Tender Documents	20%
v)	Issue, receipt and evaluation of Tenders and appointment of Works Contractors	20%
	Total	100%

(b) In case of para 2 (b) above:

MNNIT will make available to RITES adequate resources and funds for execution of Works and timely payment to the Contractors. MNNIT shall deposit with the Consultant 33 % (1/3rd) of Estimated Cost of Works as per the sanctioned Detailed Estimate, as first installment MNNIT shall release further installments based on the progress of work and financial projections as described in para 3(b)-i. The initial deposit of 33 % (1/3 rd) would be retained by RITES for adjustment against the last portion of the estimated expenditure. In case MNNIT fails to provide the funds as per requirements of RITES, it may be necessary for RITES to suspend abandon the Work. In such an eventuality, MNNIT shall be solely responsible for all the consequences arising out of such stoppage / abandonment of the Work including Claims of the Contractors for Compensation damages etc. due to non payment of dues of the Contractors. From the amount available, RITES will appropriate it's fee at the rates specified in para 2(b) on the bills of contractor/ suppliers / vendors as certified for payment by RITES.

(c) RITES remuneration would be on the total actual completion cost fully to be borne by MNNIT as defined in para 5 below. The fee payable will be initially calculated on the basis of the Cost of Work

[Signature]

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 MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY
 ALLAHABAD-211 004

[Signature]
 (NEW SCHEME FOR MNNIT) / (A Govt. of India Org., in
 MNNIT, Allahabad-211004 / RITES Bhawan, 1, Sector-2
 Gurgaon-122 001 (GURGAON) / Gurgaon-122 001 (Gurgaon)

as per Detailed Estimate as sanctioned. Later on, it shall be adjusted on the basis of Works Contract Cost. Finally, the fee shall be adjusted as per Percentage of "Actual Completion Cost".

- (d) RITES's fee as stated in Para "2" above will be valid for the period of 60 days beyond the date when the Maintenance period for the works contract will expire. It has been determined on the basis of the Scheduled Completion date of the Works as per the Works Contract initially executed. If the period for Completion of Works gets extended due to any reason with or without liquidated damages to the Works Contractors the RITES will be paid extra remuneration determined on the basis of Remuneration calculated as in Para "a" and "b" above divided by the period of this Agreement in days counting from the date of this Agreement till the expiry of 60 days after the completion of Maintenance Period as per the Works Contract initially executed, multiplied by the number of days of extension sanctioned for the execution of the Work..
- (e) In addition to the Fee mentioned in Para "2" above, the MNNIT shall also pay RITES the 'Service Tax' and "Educational Cess" etc, applicable on the fees at the rates as stipulated by the Government of India from time to time.
- (f) If, after the date of execution of this Agreement, the Central Government or the concerned State Government imposes any fresh Tax or Charges on the Consultancy fee payable to the Consultant, the same shall be reimbursable to RITES by MNNIT.

05. Actual Completion Cost:

"Actual completion cost" will consist of the expenditure incurred towards the following, all to be borne by MNNIT.

- i) Gross amount paid to the Contractor towards Construction of the Works as per Works Contract agreement.
 - ii) Cost of any materials supplied free to the Contractor including Cost of handling, transportation and storage incurred by the MNNIT / RITES.
 - iii) Charges, if any, levied by Local Authorities for approval of plans and services and for issue of "Completion" "No- objection" Certificate for occupation of the Works on Completion.
 - iv) Charges, if any, levied by Local Authorities/Providers of services such as Water Supply, Drainage, Sewerage etc. for Shifting relocation of Utilities as well as their disconnection / connection.
 - v) Cost of Soil tests Geotechnical investigations.
 - vi) Cost of Litigation, if any, with a Third. Party or individual organization to remove legal barriers in the execution of works.
 - vii) Advertisement Charges for issuing Notice Inviting Tenders.
 - viii) Cost of testing of materials / workmanship for items for which the Contractor is not required to pay in terms of the provisions in the Works Contracts.
 - ix) Any amount paid payable to the Contractor towards his claim as considered reasonable by RITES.
 - x) Any amount paid/payable to the Contractor towards his claims not accepted by RITES but decided in favour of the Contractor by an Arbitrator or Court of Law. The amount will include the Cost involve in defending the stand of MNNIT / RITES in the Arbitration or Court proceedings.
- The amount will however exclude the elements of Award of the Arbitrator / Court of Law on items which are finally attributed to Gross negligence of RITES.

DIRECTOR
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ALLAHABAD - 211 004

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DIRECTOR
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 - ix) Any amount paid payable to the Contractor towards his claim as considered reasonable by RITES.
 - x) Any amount paid/payable to the Contractor towards his claims not accepted by RITES but decided in favour of the Contractor by an Arbitrator or Court of Law. The amount will include the Cost involve in defending the stand of MNNIT / RITES in the Arbitration or Court proceedings.
- The amount will however exclude the elements of Award of the Arbitrator / Court of Law on items which are finally attributed to Gross negligence of RITES.

DIRECTOR
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06.

Cost To Be Borne By RITES:

- (a) RITES shall bear the Cost of the following items and these are deemed to have been included in the Consultancy fees payable by MNNIT to the Consultant under para 2 above.
- (b) Payments to all personnel engaged by RITES including their employees architects, engineers, Sub-Consultants etc.
- (c) All travel, conveyance, living, boarding, lodging, salary and perks of RITES's personnel engaged in the Project, insurance of all kinds for RITES's personnel including accident benefits, postage, communication and telephone charges, Internet charges, cost of preparation and printing of all tender documents; electricity and water consumption charges for the RITES' Office and all other expenses of RITES for the purpose of implementation of the project.
- (d) To meet their obligations under this Agreement, RITES shall employ at site their own manpower so that on completion of the project, MNNIT shall have no responsibility for absorbing any of them in its service.
- (e) Income Tax payable by RITES.

07.

OBLIGATIONS OF MNNIT

- (a) MNNIT will furnish layout plan of the existing structures, if any, and services, if any, in the area where new works are proposed.
- (b) MNNIT will nominate a suitable Officer as the Coordinating Officer who shall perform the duties as listed in para 1.6.
- (c) MNNIT will hand over vacant possession of land/Site to RITES. RITES may, if so required, take responsibility for demolition / disposal of existing buildings / structures. Works Contract shall not be awarded by RITES for and on behalf of the Client till the site is available free of all encroachments and Local Bodies' approval obtained for use of the site for the purpose for which it is intended to be used by MNNIT.
- (d) MNNIT will make available to RITES adequate resources and funds for proper execution of Works and timely payment to the Contractors. RITES shall deposit with the Consultant 33 % (1/3rd of Estimated Cost of Works as per the sanctioned Detailed Estimate, as first installment, MNNIT shall release further installments based on the progress of work and financial projections as described in Para 3(b)-i. The initial deposit of 33% (1/3rd would be retained by RITES for adjustment against the last portion of the estimated expenditure. In case MNNIT fails to provide the funds as per requirements of RITES, it may be necessary for RITES to suspend/abandon the Work. In such an eventuality, MNNIT shall be solely responsible for all the consequences arising out of such stoppage / abandonment of the Work including Claims of the Contractors for Compensation / damages etc. due to non payment of dues of the Contractors.
- (e) MNNIT will assist RITES in obtaining approvals from Local Bodies for the Works and shifting relocating existing utilities as necessary if necessary. MNNIT will with the assistance of RITES to obtain the necessary clearance from the Agencies Departments / Local Bodies concerned for the occupation of the Completed Works, if necessary.
- (f) MNNIT will communicate his decisions whenever referred to, within 7 days of such a request from RITES.
- (g) MNNIT shall provide the necessary redeemable Power of Attorney to RITES to discharge their obligations under this Contract on behalf of MNNIT.
- (h) MNNIT shall pay the consultancy charges to RITES, in line with the agreed payment schedule.
- (i) MNNIT shall promptly take over the Works Project facilities within 15 days from the date of certified completion in all aspects. If for any reason, the MNNIT is unable to comply with the above requirements within the period mentioned above, RITES shall allow MNNIT a further period of 15

[Handwritten Signature]

DIRECTOR
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[Handwritten Signature]
General Manager (IT)
MNNIT
(MNNIT Building) / 1st Floor of IIT Building
MNNIT Building, Sector-29 / RITES Building, 1, Gurgaon
Gurgaon-122 001 (Haryana)

days for the taking over of the Works. If MNNIT fails to take over even within the extended period, RITES shall become eligible to claim extra fees as may be mutually agreed between the Parties.

- (j) MNNIT shall consider to approve the revised estimate to be submitted by on 75% (Seventy Five percent) financial progress of work based on the value awarded to the Contracting Agency and additional deposit, if required to be made by MNNIT within 15 days.
- (k) MNNIT shall provide construction water for execution of work on chargeable basis.
- (l) MNNIT shall allow usage of electricity for execution of work on payment basis according to consumption from existing electrical connection.

08. Scope of Work:

The detailed scope of the work to be rendered by RITES is as follows:

- (i) Ascertain the MNNIT's requirements, carry out detailed survey of the area and make out conceptual plans for various alternatives as required by MNNIT, keeping in view the topographical features and functional needs of the location, with respect to the buildings if any, already existing at site, utilities etc. To make out Preliminary Estimates for the various alternatives based on plinth area rate or similar acceptable basis of rate. Freeze the Conceptual Plan as finally decided by the MNNIT and obtain Administrative approval and Expenditure Sanction from MNNIT for the Estimated Cost of the Works and RITESs' fee, payable thereon in terms of Para 2 of this Agreement along with 10% permissible excess on both items to take care of possible increase in Cost due to any factor at the stage of preparation of Detailed Estimates based on Detailed Designs and Drawings.
- (ii) Carry out detailed soil testing including Geo-technical investigation to ascertain the safe bearing capacity for design of foundation.
- (iii) Carry out architectural design of the buildings keeping in view the need to harmonies with the landscape and other architectural features of the buildings, if any, already existing in the area. (This para may be modified as required)
- (iv) Carry out Detailed Designs and Drawings for actual execution of the Work and obtain the approval of MNNIT.
- (v) Prepare a Detailed Estimate with items based to the extent possible on Standard Schedule of Rates such as that of CPWD duly escalated by Cost Index to reflect the current day Cost and balance as Non Scheduled items. The Estimate will cover Civil Engineering Works, Electrical Engineering Works, other Engineering Works and Special installation like lifts, fire-fighting, generators and the other Equipments.
Detailed Estimate shall be prepared to reflect the likely Current Cost of the Complete works and MNNITs' approval taken for the same. If the Total of (i) Detailed Estimate of Cost of Works as made out now (ii) RITES fee payable thereon (iii) Service Tax and Educational Cess" on item (ii) in terms of para 4 (e) of this Agreement and (iv) 10% excess over items (i) to (iii) to take care of possible price escalation and minor modification during the course of execution of Works, exceeds the amount for which MNNIT has already accorded sanction for Expenditure under para 8(i) above, MNNIT will accord Revised Sanction for Expenditure for the enhanced amount determined on the basis of Detailed Estimate as described above.
- (vi) Prepare detailed specifications, tender schedule & tender documents and call tenders for Civil, Electrical, other Engineering and Specialized works. The Bill of Quantities shall be based on the Detailed Estimate as approved by MNNIT. Where required by MNNIT, Prequalification of Tenderers shall be done. Otherwise, two Packet system shall be adopted with evaluation of Technical Bid including Check of Satisfaction of Qualification Criteria done first and Financial Bids of only those Tenderers whose Technical Bids are considered acceptable opened.
- (vii) Finalise the Tender adopting RITES' procedure, after determining the reasonable cost of works based on market rate analysis of major items, take the approval of MNNIT for engagement of the

[Handwritten Signature]

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[Official Stamp and Handwritten Notes]
MNNIT
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selected Contractor and the Contract Documents to be adopted. Take Revised Sanction for Expenditure from MNNIT if the Contract Value along with RITES' fees including Service Tax, Educational Cess" and Construction worker welfare cess etc, all enhanced by 10%, exceeds the Sanction for Expenditures taken under Para 8(v).

- (viii) Execute the Agreement with the Contractor for and on behalf of MNNIT as an Agent and Power of Attorney Holder.
- (ix) Take single point responsibility for supervision in and execution of the proposed Works by deployment of adequate technical and supporting staff at various sites of works.
- (x) Liaise with Local Bodies and obtain their approvals for the Works and for shifting relocating existing utilities as necessary. MNNIT will provide all possible assistance in this regard. Any delay by the Local Bodies in according their approval for the Works and for shifting relocation of existing utilities will not be to RITES's account.
- (xi) Submit periodic Progress Reports in the format and periodicity as stipulated by MNNIT.
- (xii) Assessing, planning and arranging to procure materials and procure / hire construction equipments for Engineering Works, if required as per the Works Contract Conditions.
- (xiii) Coordinating with main and sub-contractors and rendering technical advice; Holding periodic Progress Meetings and sorting out problems arising if any due to action or inaction of MNNIT and or RITES.
- (xiv) Providing adequate supervising personnel in the field to coordinate, control, supervise, inspect, liaise and report on the works at site;
- (xv) Keeping a close watch on Deviations by way of Extra items, Substituted items and Deviations in Quantities of Schedule items. Fixation of Rates for items quantities covered by Deviation orders adopting RITES procedure. MNNIT to be kept advised of the Deviation orders and rates as fixed.
- (xvi) Ensuring that the construction is being carried out in accordance with the approved working designs, drawings and specifications and as per programme laid down in the Works Contract Agreement.
- (xvii) Ensure quality control of the Work including materials and workmanship, certify measurement of work executed, and make progressive payments based on physical realization completion of works, as per approved procedure and schedule of payments to Contractors;
- (xviii) Sanction of Extension of Time to the Contractor for completion of Works, with or without Liquidated Damages, subject to keeping MNNIT advised of the same with full details including the effect on completion Cost of works, if any.
- (xix) Finalisation of accounts and closing Works Contracts and furnishing the Accounts along with 4 copies of "As Built" drawings on reproducible papers to MNNIT.
- (xx) Settling the Claims disputes, if any, made by the Works Contractors, keeping MNNIT advised of the same. Where there is disagreement between the RITES and the Works Contractor, such disputes shall be referred for Arbitration by an Arbitrator as provided for in the Works Contract between RITES acting for on behalf of MNNIT as Agent and Power of Attorney Holder and the Contractor. All amounts payable to the Contractor on his claims decided by RITES directly and agreed to by the Contractor will be charged to the Cost of Works. In cases where the Contractor resorts to settling his claims through an Arbitrator, MNNIT being the Principal Employer will implead himself as a Party in the Arbitration Proceedings along with RITES. RITES will however fight the Arbitration case for and on behalf of MNNIT. All claims in favour of the Contractor as per Arbitration Award, other than those attributable to gross negligence of RITES, will be chargeable to Cost of Works, Items where the Arbitrator gives award in favour of the Contractor overruling the decisions taken by RITES in items coming under the powers of RITES such as fixation of rates for deviation items etc. will not come under the Category of "Gross negligence by RITES.

As regards other items, where there is a dispute between MNNIT and RITES as to whether the item of Award in favour of the Contractor is to be classified as due to "Gross negligence of

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DIRECTOR
MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY
ALLAHABAD - 211 004

[Handwritten Signature]
Sd/- G. S. S. / Director
DIRECTOR (RITES), Central Bhawan (RITES)
RITES Bhawan / RITES Bhawan
(RITES Bhawan) / (RITES Bhawan) / (RITES Bhawan)
RITES Bhawan, 1, Sector-02, Gurgaon-122 001 / RITES Bhawan, 1, Sector-02
Gurgaon-122 001 (RITES Bhawan) / Gurgaon-122 001 (RITES Bhawan)

Consultant" or not, they will be settled by mutual discussions between RITES and MNNIT. If no agreement is reached by such discussions, the issue will be settled through Arbitration under para 09 of this Agreement. Pending decision by the Arbitrator, the amount covered by such items of award will be tentatively charged to Cost of Works. Same principles as above will also apply to decisions if any in favour of the Contractor in a Court of Law.

- (xxi) Credit to the Cost of the Works all Liquidated and other damages levied on the Works Contractors.
- (xxii) Complete administration and management of Contract with the Works Contractor till expiry of the maintenance period and payment of final dues to the Contractor.
- (xxiii) Collect and deliver to MNNIT, Guarantee Bonds executed by the Contractor for Specialized items of Works such as Waterproofing of structures, Termite Proofing of Structures etc which involve maintenance period extending well beyond the normal maintenance period of structures. Collect and deliver to , Insurance Policies, if any, of Works still current at the time of handing over of works.
- (xxiv) Attend to the inspection, if any, carried out by Government Agencies such as Central Vigilance Commission, comply with their statutory requirement and effectively arrange for replying to their observations.
- (xxv) Assist MNNIT in obtaining the necessary clearance from the Agencies / Departments Local Bodies concerned for the occupation of the Completed works if required.
- (xxvi) The scope of work given above is purely indicative. Any other services required to be rendered in connection with the execution of the Work, shall be provided by RITES.
- (xxvii) In all matters, to conform to the conditionalities of and documents approved by the Funding Agency, as stipulated by MNNIT.
- (xxviii) RITES will make presentation before the Institute Committee for Construction & Maintenance (ICCCM) quarterly and Institute's Building & Works Committee half yearly detailing Physical and Financial progress of the works.

09. TERMINATION OF AGREEMENT

- (a) The Agreement herein may be terminated at any time by either Party (MNNIT/ RITES) by giving a written notice of two months to the other party. With the termination of the Agreement, the Works Contracts will be operated by MNNIT. Even after the termination of the Agreement, RITES shall be liable and be responsible for due certification / approval of any Bills submitted by the Works Contractors at any time, in respect of the Work executed before the termination of the Agreement.
- (b) In case there is any change in the Constitution of the Consultant, the details will be promptly communicated to MNNIT. In case MNNIT is of the opinion that this will affect the Performance of RITES under this Agreement, MNNIT shall be entitled to terminate this Agreement after giving due notice and entrust the work to some other Agency.
- (c) In case of the Termination under Para "a or "b" the RITES shall not be entitled to fees or compensation except of the fees payable to them for the work actually done. The amount of fees so payable shall be decided by mutual discussions between the MNNIT and RITES.
- (d) In case of the Termination under Pares "a" or "b", MNNIT may make use of all or any drawings, estimates or other documents prepared by RITES after a reasonable payment for the services of RITES for preparation of the same.

10. ARBITRATION

- a) In the case of Dispute or difference arising between the RITES and MNNIT relating to any matter arising out of or connected with the Agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 with all up-to-date amendments and Rules made there under. The Arbitral Tribunal shall consist of a Sole Arbitrator to be appointed by

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DIRECTOR 11
MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY
ALLAHABAD-211 004

भारतीय रेलवे (भारत सरकार)
राजधानी कार्यालय, नई दिल्ली-110001
(भारत सरकार के अधीन) / (Under Government of India)
एडमिनिस्ट्रेशन ब्लॉक-20 / RITES भवन-1, फ्लोर-1
एन-14-123 कोठ (एन-14/123) / Complex-123 001 (New Delhi)

agreement between the parties and failing such agreement, by the Chairman/Standing Conference of Public Enterprises.

- b) The decision of the Sole Arbitrator shall be final and binding upon both the parties. The cost and expenses of Arbitration proceedings will be paid by the Parties as determined by the Arbitrator. However, the incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.
- c) Performance under this Agreement shall continue during the Arbitration Proceedings and payments due to RITES by MNNIT shall not be withheld unless they are the subject matter of the Arbitration proceedings.
- d) The Arbitrator shall adjudicate on only such disputes as are referred to him in the Claim Statement and give separate award against each dispute, and claim referred to him along with reasons for the award.
- e) The fees payable to the Arbitrator shall be paid equally by both the Parties.
- f) The Venue of the Arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- g) The demand for Arbitration by either Party on the other Party in respect of any claims should be made within the Time Limit for Validity of the Agreement. Any demand for Arbitration beyond this time limit shall be treated as time barred and the Party on whom the claims are made shall be discharged and released of all liabilities under this Agreement in respect of such Claims.

11. JURISDICTION

The Parties hereby agree that the Courts in Allahabad, UP alone shall have the jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any award or awards made by the Arbitrator hereunder shall be filed in the concerned Courts in the aforesaid City only.

IN WITNESS HEREOF, the parties have hereunder signed this AGREEMENT the date first written.

(Signature) 03/10/08

For and on behalf of
MNNIT Allahabad

DIRECTOR

ALLAHABAD NEHRU NATIONAL INSTITUTE OF TECHNOLOGY
ALLAHABAD-211 004

(Signature)

For an on behalf of
RITES, GURGOAN

भारतीय रेलवे निगम लि.
गुरुगान, हरियाणा
RITES Limited, Gurgaon
Gurgaon-122 001 (Haryana)

Witnesses:

- 1. 31/10/08
(C.A.K. Sachan)
Chairman (CCM)

- 2. 03/10/08
(Sarvesh K. Jiwai)
Registrar, MNNIT

Witnesses:

- 1. (C.K. MURACI KRISHNA)
DM/ICP/RITES

- 2. (R.S. Dikshit)
Manager (C)
RITES