

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.2011/W-1/RVNL/4

New Delhi, dt.10th Jan., 2013

The General Managers,
All Indian Railways.

The General Managr(Const.),
North Frontier Railway,
Maligaon.

Sub: Memorandum of understanding between Ministry of Railway and Rail
Vikas Nigam Limited.

Please find enclosed herewith copy of Memorandum Of Understanding signed between Ministry of Railway and Rail Vikas Nigam Limited on 10.01.2013 for kind information and necessary action please. MOU contains streamlined and standardized instructions for facilitating proper co-ordination and smooth execution of railway projects being executed by Rail Vikas Nigam Limited.

This has approval of Railway Board (Member Engineering & Member Electrical).

DA: Copy of MOU in 20 pages.

(Virender Kumar)
Director(Works)-I

Copy to:

Managing Director, Rail Vikas Nigam Limited, 1st Floor, August Kranti Bhawan,
Bhikaji Kama Place, New Delhi - 110066.

MOU

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This Memorandum of Understanding is entered into on 10th day of January 2013 between the first part, the President of India represented by Shri A.K.Gupta, Additional Member(Works), Railway Board, Ministry of Railway (hereinafter referred to as "MOR") which expression shall, unless repugnant to the context or meaning thereof, includes its successor and assignee of the FIRST PARTY

AND

Rail Vikas Nigam Limited represented by Sh. S.C.Agnihotri, Managing Director, Rail Vikas Nigam Limited(hereinafter referred to as RVNL) which expression shall, unless repugnant to the context or meaning thereof, includes its successor and assignee of the SECOND PARTY

Memorandum of Understanding between Railway and RVNL was entered into on 16.10.2003 and para 2.10 of MOU was subsequently amended in Dec., 2006. Instructions were issued regarding timely and smooth execution of RVNL projects wherein Railways were directed to draw MOU for each of the projects at zonal level. This approach lead to different MOUs at zonal railways due to different practices being followed by them affecting implementation of projects adversely. A need was felt to streamline and standardize various instructions to be followed uniformly across all zonal railways for facilitating proper coordination and smooth execution of railway projects entrusted to RVNL. Present MOU addresses these concerns and supercedes all previous MOUs entered between RVNL and zonal railways.

1. BACKGROUND:

- 1.1 Rail Vikas Nigam Limited (RVNL), a PSU wholly owned by Ministry of Railways, is a Special Purpose Vehicle created to undertake project development, mobilization of financial resources and implementation of projects pertaining to strengthening of Golden Quadrilateral & Diagonals, Port Connectivity and other railway infrastructure projects.
- 1.2 RVNL is executing a number of projects on different Zonal Railways and RVNL has been entering into separate MOUs for each project with respective Zonal Railways. This approach has led to different practices being followed by different Railways which result in delays in finalization of MOU and in turn adversely affect the progress of the works. This MOU is being entered into between Ministry of Railways and RVNL to serve as a framework for facilitating proper coordination and smooth execution of

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Railway Projects entrusted to RVNL by Ministry of Railways with an objective to ensure uniformity across all Zonal Railways. With signing of this MOU there will be no need to enter into any separate MOUs between RVNL and any Zonal Railway.

1.3 The provisions of this MOU shall supercede all MOUs already entered into by RVNL at Zonal Railway level.

2. The provisions of this MOU are based on the following documents and instructions issued by Railway Board:

- (i) Memorandum of Understanding dated 16.10.03 entered between Ministry of Railways and RVNL.
- (ii) Railway Board's Letter No. 2005/W-1/RVNL/5 dated 12.5.2005 on "Timely and smooth Execution of RVNL Projects"
- (iii) Railway Board's Letter No. 2005/W-1/RVNL/5 dated 27.01.2006 on "Issue of Railway Materials to Rail Vikas Nigam Limited"
- (iv) Railway Board's Letter No.2010/LMB/7/2 dt. 04.3.2011
- (v) Railway Board's Letter No.2004/W-I/RVNL/15 dated 30.1.2012.
- (vi) Railway Board's Letter No.2005/WI/NL/5 dated 21.8.2012.
- (vii) Board's letter No.2005/W-I/RVNL/5 dated 02.11.2005 on "Mechanized Tamping of RVNL Projects"
- (viii) Board's letter No.2006/W-I/Gen/Targeted works/06-07 dated 19.05.06.
- (ix) Board's Letter D.O. No.2004/WI/RVNL/10 dated 20.05.2011 issued by ED/Works.
- (x) Board's Letter No.98/W-I/Gen/O/30-Pt. dated 01.11.2011 issued by Adviser(Projects) &
- (xi) Board's Letter No.98/W-I/Gen/O/30-Pt. dated 30.01.12 & 21.08.12 issued by Adviser (Bridge) & EDCE(G) respectively.

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- 5.3.3 All the materials to be used for S&T will be procured from RDSO approved suppliers & inspected as per practice of the Railway before installation of the same.

6 LAND ACQUISITION:

6.1.1 The concerned Zonal Railway will carry out land acquisition and make available the land required for execution of the project based on plans submitted to the Railway by RVNL. RVNL will submit to CAO/C details of requirement of land after Final Location Survey. RVNL will appoint an agency to assist the Railway in preparation of proposals for land acquisition and necessary follow up at different stages of acquisition. Possession of land shall be timely taken by the Railway for successful completion of the work as per target. Expenditure on acquisition of land shall be chargeable to the project.

6.1.2 The Railway will pursue with the concerned Revenue authorities to expedite the land acquisition process for early publication of necessary Gazette Notifications, and payment of compensation to Project Affected Persons (PAPs).

6.2 Land boundary posts shall be fixed/maintained by the Railway for existing land/additional land acquired for the project.

6.3 Permission for forest clearance (felling of trees), removal of encroachments on alignment, if any, will be obtained/arranged by the Railway.

7. USE OF RAILWAY LAND AND RAILWAY STRUCTURES:

7.1 On the specific request of RVNL, Railway shall identify any land/buildings that can be spared and given to RVNL for its office accommodation. Nominal license fee of Rs.1000/- per acre of land or per structure/building per annum (or both) shall be charged from RVNL for the same (Railway Board's Letter No. 2010/LMB/7/2 dated 04.03.2011).

7.2 For execution of projects, Railway will permit the contractors fixed by RVNL to use the available Railway land on the same terms and conditions as applicable to Railways' contractors depending upon availability of railway land and as per conditions laid down in RVNL's contract, to:

- (i) store construction materials such as – ballast, rails, sleepers, OHE materials like masts, conductors etc.

A. S. Salish

Dr. S. S. S.