



सत्यमेव जयते

# INDIA NON JUDICIAL

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Description of Document	: Article 5 General Agreement
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Second Party	: INDIAN INSTITUTE OF TECHNOLOGY DHANBAD
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For OXIVE AIR LLP

*Ankur Bhatnagar*

Partner



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# MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

M/S OXIVE LLP

&

INDIAN INSTITUTE OF TECHNOLOGY (Indian School  
of Mines) - DHANBAD,

A. GOVERNMENT OF INDIA UNDERTAKING)

FOR

Identification, Exploring, Procuring &  
Implementation measures for Air Quality  
Improvements Through REMI PHITechnology

6<sup>th</sup> July 2021

## MEMORANDUM OF AGREEMENT (MOA)

This Memorandum of Agreement (MOA) is made at IIT Dhanbad on 6<sup>th</sup> July 2021 between M/S **OXIVE AIR LLP**, a limited liability partnership, incorporated under the Limited Liability Partnership Act, 2008 having its registered office at Shop No 11, Double Storey Market, New Rajinder Nagar, New Delhi-110060 through its Partners Mr. Amit Kishan Madan and Mr. Ankur Bhutani as authorized representatives, **(FIRST PARTY)** herein after to be referred as "**Oxive**", which term shall, unless it is repugnant to the context, mean and include its successors-in-interest, administrators, executors and permitted assigns and changed name in case name is changed)

AND

Indian Institute of Technology- Dhanbad (hereinafter referred to as "IIT-DHN) a central government run technology institution with its Registered Address at Main Campus IIT (ISM), Dhanbad, Jharkhand, 826004 through its Dean Research and Development, Prof. Shalivahanas

For OXIVE AIR LLP

Ankur Bhutani

Partner



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SECOND PARTY (Which shall include successors, assignees, Nominees, Employees, authorized signatories) have made the following agreement on the terms and conditions set out herein.

**WHEREAS :**

- (1) **IIT-DHN** is an autonomous prestigious engineering and technology-oriented institute which provides technology innovation for economic value creation.
- (2) Oxive has substantial data base, research material and marketing insights and support and looking forward to undertake the identification, exploring, procuring & implementation measures for air quality improvements through technologies and is in synergy with Government renewed interest in air quality improvement measures at the Indian Railways, Metros and other modes of Public Transportation System(s).

**1. NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS UNDER:**

- 1.1 Purpose of this MoA is to develop air Improvement of the air-conditioned Coaches of the Indian Railways, Metro Railways and other modes of Public Transportation System(s) herein referred to as "IR projects."
- 1.2 The term of this MoA shall be for 24 months ("Term") from the date of signing of this MoA ("Effective Date"). All obligations hereunder shall only apply during the Term of this MoA and to such obligations and commitments in relation to the Projects, as may have been undertaken by the Parties during the Term with validity exceeding the Term. The Term of this MoA can be extended by mutual agreement between the Parties, depending upon the requirement.
- 1.3 On award of the work, Detailed Agreement shall be entered into between the parties based on the broad responsibility matrix given in Annexure-I.
- 1.4 **IIT-DHN** will participate in IR projects as the front end bidder with Oxive, who shall have the non-exclusive rights as partner for execution of the IR projects.
- 1.5 The MoA is on non-exclusive basis between **IIT-DHN** & Oxive for exploring and implementing various technologies not limited to REMI PHI available across India for recommending the same for installation on various modes of Public Transportations like the Indian Railways, Metro Railways etc.
- 1.6 That **IIT-DHN** will explore all possibilities and Oxive may also recommend all such possibilities, for participation in IR projects, related to or expansion of or involving areas of work stated above and take all possible initiatives for the same. Expenses towards Proposal preparation would be borne by the individual Parties viz. **IIT-DHN** and **Oxive** for their respective work. **Oxive** will not reimburse any such expenses to **IIT-DHN** towards preparation and submission of the bid (EMD, BGs etc.)
- 1.7 On award of work, all technical, financial and commercial terms and conditions of the RFP will apply on back-to-back basis between **IIT-DHN** and **Oxive** as far as possible for

For OXIVE AIR LLP

Ankur Duttani

Partner



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their respective part / scope of work as mentioned under Scope of Work in this MoA. Notwithstanding anything contained in the agreement, as soon as payments are received by IIT-DHN the payments to Oxive shall not be compromised for any reasons whatsoever and shall be remitted within 2 working days.

- 1.8 **IIT-DHN** and **Oxive** agree to keep confidential all information shared with one another and would not disclose to any third party without taking prior written consent from one another. This clause excludes information available in public. The confidentiality provisions of this MoA shall remain in full force and effect during the term of this MoA and 12 months thereafter.
- 1.9 **IIT-DHN** would maintain the confidentiality and would not disclose/part or share any information/program/technology with any person or party not authorized by Oxive or directly related with the IR projects, though relevant portion of technical specifications of various items may be given to principal supplier for bought out items, and other information.
- 1.10 Nothing in this MoA shall constitute, create or give effect or recognize a JV, partnership or business entity of neither any kind nor any legal claim on one another. This MoA shall be construed and governed by the laws of India and the Parties hereby submit to the exclusive jurisdiction of the Delhi Courts of law.
- 1.11 Notices and other communications under this MoA shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the MoA.
- 1.12 During its Term, this MoA will be terminated in the event of
  - a. Bankruptcy proceedings being initiated against one of the Parties.
  - b. Mutual agreement among the Parties.

## 2. ROLES & RESPONSIBILITIES OF IIT-DHN:

The responsibilities of **IIT-DHN** under this MoA will include the following:

- 2.1 **IIT-DHN** Consultancy charges/fee for all above mentioned activities shall be 9.00% (Nine Percent) of the basic value of the project mentioned in the LOA/Purchase order from the Indian Railways etc. and shall be added to the basic cost at the time of submission of commercial bid to the Indian Railways, Metro Railways etc.
- 2.2 **IIT-DHN** shall keep 9.00% (Nine Percent) of the basic value of the awarded project cost which will include GST & Income Tax TDS deducted by Client on behalf of **IIT-DHN** and transfer the remaining amount i.e., 91.00% of the basic value after deducting GST & Income Tax TDS and applicable taxes corresponding to 91.00% of the basic value of the awarded project cost to the Oxive. For any other works, **IIT-DHN** charges shall be decided as per mutually agreed terms. For **IIT-DHN**, if any extra purchase is required, it has to be mutually decided and agreed upon in writing before the actual purchase is made.

For OXIVE AIR LLP

Ankur Bhutani

Partner



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2.3 Based on the Technical Evaluation Report (total 4 pages) dated 12.06.2021 on the consultancy project (no: CONS/6060/2021-22) titled 'Technical evaluation of REME-PHI Technology for the air-conditioned coaches of the Indian Railways and other public air-conditioned transportation' sanctioned by ZecoAircon Ltd & Oxive Air LLP on 5<sup>th</sup> May 2021, IIT Dhanbad shall recommend the same for deployment at the Indian Railways, Metro Railways and other modes of Public Transportation System(s). The said report shall be part and parcel of this MoA.

### 3. ROLES & RESPONSIBILITIES OF OXIVE:

The responsibilities of Oxive under this MoA will include the following:

Oxive shall provide all necessary information and technical data to IIT-DHN within mutually agreed timeline for preparation of techno-commercial offer to the Indian Railways, Metro Railways and other modes of Public Transportation System(s).

3.1 Notwithstanding anything contrary contained herein the Specifications, know-how offered by Oxive to discharge its obligations to the third-party including Indian railways would be at par with the applicable standards. Oxive shall indemnify IIT-DHN of any and all the loss or damage that may occur to IIT-DHN on account of supply of such products incorporating the know-how. This shall also apply for any intellectual property infringement brought in by any third-party, including Indian Railways. It will be the responsibility of Oxive to comply with the applicable standards.

3.2 Oxive shall support and extend full help to IIT-DHN in getting the project awarded to it and execute the entire project as back to back partner, including procurement, supply, replacements etc. as per terms and specifications of the Purchase Order with back-to-back payment terms and other conditions. Oxive will have no objection to IIT putting their logo on part of device installed which may be visible to public for marketing purposes.

### 3.3 RESPONSIBILITY MATRIX:

#### Pre-Award Responsibility Matrix

S.No.	Activity	IIT-DHN	Oxive
1.	Lead Bidder and front ending with Client on all technical and commercial issues.	✓	×
2.	System solution and back-end support provider on all technical and commercial issues	×	✓

For OXIVE AIR LLP

ANUR BHUTANI

Partner



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3.	Submission of EMD/Bid Security to the Client	✓	×
4.	Preparation of the complete bid with all the required documents to client.	×	✓
5	Submission of the complete bid with all the required documents to client.	✓	×
6.	Preparation of Technical Compliance, Solution, Bill of Material (BoM), Spares and competitive pricing for the BoM etc for the bid, RFP etc.	×	✓
7.	Back-end support to IIT-DHN for clarifications, as per Client requirements.	×	✓
8.	Execution of entire Project after Purchase order received from the Indian Railways, Metro Railways and other modes of Public Transportation System(s).	×	✓

\*Whenever required, other party shall give assistance to the first party to complete the activity.

#### Post-Award Responsibility Matrix

S.No.	Activity	IIT-DHN	Oxive
1.	Front ending with Client for all technical and commercial issues.	✓	×
2.	Submission of Performance and other Financial Securities to Client.	✓	×
3.	Project Management	×	✓
4.	Preparation and submission of documents/presentations required from time-to-time basis as per project requirements to Client.	✓	×

For OXIVE AIR LLP

Anurag Bhattacharya

Partner



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\*Whenever required, other party shall give assistance to the first party to complete the activity.

#### 4. MODIFICATION/AMENDMENT:

Any modification or amendment to this MOA shall be valid only if executed by both the parties in writing.

#### 5. NOTICES:

Where in this MoA any notice, request, direction or other communication is required to be given or made by any of the parties, it shall be in writing and will be effective if sent by registered post, by email or delivered in person, as the case may be, addressed:

Or to such other addressee as a Party may designate by giving thirty (30) days prior written notice.

By signing this MoA, the Parties acknowledge that it correctly records the understanding they have reached with regard to the Project.

IN WITNESS WHERE OF parties hereto set hands, through their authorized representatives on this deed and affixed their seal on date, month and year first above written.

For and on behalf of  
**Oxive Air LLP**

For OXIVE AIR LLP

Ankur Bhutani

(Authorized Signatory)

Name : Mr. AnkurBhutani

Designation : Partner

Contact No. : +91-9999922225

Email : [ankur@oxive.co.in](mailto:ankur@oxive.co.in)

Address: Shop No 11, Double Storey Market,  
New Rajinder Nagar , New Delhi-110060

For and on behalf of  
**Indian Institute of Technology (ISM)-  
Dhanbad**

Dean (Research & Development)  
Indian Institute of Technology  
(Indian School of Mines)  
Dhanbad - 826004 (INDIA)

(Authorized Signatory)

Name : Prof. Shalivahan

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