

MEMORANDUM OF UNDERSTANDING

BETWEEN

IIT MANDI



AND



BRIDCUL

Date: - 12/11/2024.....

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) dated 12/11/2024.....is entered into:

BETWEEN:

The Indian Institute of Technology Mandi is one among the eighth newer second generation of IITs having its Office at Mandi, Himachal Pradesh-175001 and includes its successors and permitted assigns.

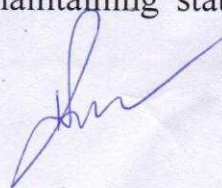
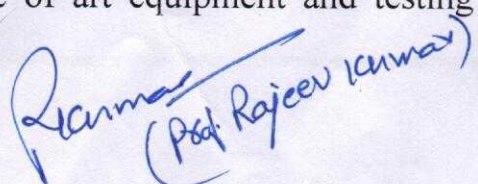
AND

BRIDCUL (Bridge, Ropeway, Tunnel and Other Infrastructure Development Corporation of Uttarakhand Ltd.) A Govt. of Uttarakhand undertaking incorporated under Companies Act, 2013 having its Registered Office at Awasthapana Bhawan 583- TH, Opposite Govt. ITI Niranjanpur Majra, Saharanpur Road, Dehradun. Hereinafter referred as “**BRIDCUL**” and includes its successors and permitted assigns:

IIT MANDI and **BRIDCUL** may be referred to individually as “Party” and collectively as “Parties”.

WHEREAS


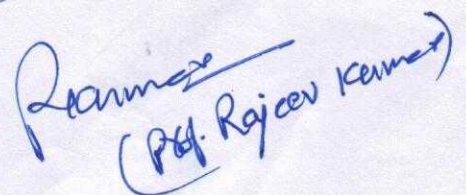
- i. The **IIT MANDI** is one among the eighth newer second generation of IITs. It maintains the infrastructure and expertise related most major discipline of Engineering and Science. It also is known for many research laboratories and centers maintaining state of art equipment and testing machines



(Pooja Rajeev (IIT Mandi))

- ii. **BRIDCUL** is a Government of Uttarakhand undertaking under the Ministry PWD. **BRIDCUL (Bridge Ropeway, Tunnel and Other Infrastructure Development of Corporation of Uttarakhand Ltd.)** is a public sector undertaking of Govt. of Uttarakhand **BRIDCUL** was constructed in 2008 for Infrastructure Development of the State of Uttarakhand. **BRIDCUL** has successfully completed several infrastructure works related to buildings, Roads, Airports and bridges etc. **BRIDCUL** is presently undertaking Ropeway and Tunnel construction works besides Buildings, Roads & Ropeways etc. Govt. of Uttarakhand has given mandate to **BRIDCUL** for constructing buildings, bridges, highways, roads, bridges, tunnels, flyovers, airports, townships etc.
- iii. The Parties before signing this MoU have clearly understood that nothing in this MoU shall be construed to create or constitute any legally binding obligations or liabilities enforceable against each Party, and as such, this MoU is not intended to be a contract between the parties.

Now therefore, the Parties hereby have reached the understanding as follows:

- 1) a) Both parties decided to enter into a MoU to create the Ropeway Centre of Excellence at IIT Mandi. The scope would cover the following
- Construction of a working Ropeway at or nearby IIT Mandi for practical training on the basis of the DPR prepared by the competent authority.
 - Performing research for the development of state of art solutions for Ropeway Transportation
 - Organizing Workshops/Training Courses for Developers, Ropeway Suppliers and Manufacturers
 - Consultancy Services for Development of Ropeway System



(Prof. Rajeev Kumar)

- b) **BRIDCUL** would put its best endeavors to assist IIT Mandi to create the Ropeway Centre of Excellence at IIT Mandi. **BRIDCUL** would provide all necessary technical assistance in the relevant fields till creation of Ropeway Centre of Excellence at IIT Mandi. IIT Mandi will provide land and access to all laboratories and facilities and expertise required for development of the proposed center. As **BRIDCUL** is the construction agency of Govt. of Uttarakhand. The construction norms, procurement rules and centage on construction attracts as per the prevailing rule of Govt. of Uttarakhand.
- c) **IIT MANDI** and **BRIDCUL** will create a team of four members 2 from each side. **BRIDCUL** will provide the technical expertise to IIT Mandi in the field of Ropeway.
- d) Pursuant to this MoU, formal agreements shall be entered into between the two parties on work to work basis, setting out the detailed scope of work & methodology of working as per rates, terms and conditions as may be considered relevant and necessary for successful execution of the works.

2) **Cost and Expenses:**

Unless otherwise agreed in writing between the Parties, each Party shall bear its own cost and expenses in connection with MoU.

3) **Duration:**

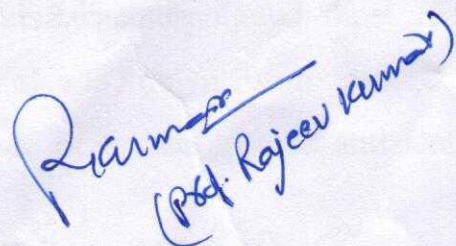
This MoU shall remain in force for the period for **5 (five) years** from the date of signing.

4) **Applicable Laws:**

This MoU shall be governed by the Indian Laws.



5) **Notices:**

Any notice, request or other communication required or permitted to be given under this MoU shall be writing in English language addresséd to each other as follows:



To	To
IIT MANDI	BRIDCUL
Director	Managing Director
MANDI-175005	Awasthapana Bhawan 583- TH , Opposite Govt. ITI Niranjanpur Majra, Saharanpur Road, Dehradun-248001
HIMACHAL PRADESH	UTTARAKHAND

- 6) This MoU shall not be assigned by either party, except with the prior written consent of the other party.
- 7) **Confidentiality:**
Each Party agrees to treat as confidential all documents and other information and negotiations concerning technical, economic and marketing information of the other Party in connection with this MoU and shall not disclose or make public any such information unless prior consent and approval of the other Party is obtained in order to disclose the same. However, these restrictions shall not be applicable in respect of any publicly available information.
- 8) **Representations and Warranties:**
- a. Each Party to this MoU has the necessary power, authority and legal right and title, execute and deliver this MOU and to perform and observe the terms and provisions hereof:
 - b. All authorizations including corporate authorizations required by each Party in connection with the execution, delivery and performance of its obligations have been obtained and are in full force and effect and legally valid and binding.
- 9) **Dispute Resolution:**
- a) The Parties agree that in the event of any dispute or difference



 (Prof. Rajeev Kumar)

relating to the interpretation and application of the provisions of the MoU, the Parties shall attempt to resolve such dispute or difference by mutual negotiations or discussions within 60 days, from the date of receipt of a letter from other party about the said disputes or disagreements.

- b) In the event of any dispute or difference relating the interpretation and application of the provisions of the MoU between the parties, such dispute or difference shall be taken up by either party for resolution through Arbitration & Conciliation Act 1996.

IN WITNESS WHEREOF this MoU has been executed by the duly authorized representative on the date first above written.

For and on behalf of IIT MANDI

For and on behalf of BRIDCUL



12/11/2024
(Dean SRIC)

Name : Prof. Laxmidhar Behera
Designation : Director, IIT Mandi

Name : Narendra Pal Singh
Designation : Managing Director

Witnesses:

- 1) (Mohammed Talib) Professor
- 2) (Rajesh Ghosh) Associate professor.

Witnesses:

- 1) (ANUP KUMAR) General Manager
- 2) (GAMBHIR SINGH) Project Manager (Ropeway)