

**MEMORANDUM
OF
UNDERSTANDING**

BETWEEN

IIT MANDI

AND

RITES LIMITED

09th FEBRUARY, 2024

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) dated 09-02-2024 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

BITES Ltd.(CIN: L74899DL1974GOI007227), a Govt of India Enterprise, a company incorporated under Companies Act, 2013 having their Registered Office at Scope Minar, Laxmi Nagar, Delhi, -110092 and Corporate Office Shikhar, Plot No. 1, Sector 29, Gurgaon - 122001 (Haryana), hereinafter referred as “BITES” and includes its successors and permitted assigns:

IIT MANDI and **BITES** 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



- ii. **RITES** is a Government of India Enterprise under the Ministry of Railways and is a **Navratna**, specialist in Traffic & Economic Studies, Engineering Surveys, Geology & Geo-Tech Studies, Environment Engineering, Contract Management & Construction Supervision for multi-disciplinary projects for ropeways buildings, airports, railways, Ports, Highways and Bridges including town planning, Leasing operation and Maintenance of Locos, Wagons and Rail tracks. RITES is one of the prestigious organization of Govt of India which is comprehensively engaged in the development of the ropeway/cable car transportation system in the nation. RITES have executed a large number of such projects and have acquired good experience in the field
- 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
 - Starting of Courses on Ropeway Technology at IIT Mandi subject to the specific approvals of both Institutes as per their individual norms.
 - Performing research for the development of state of art solutions for Ropeway Transportation
 - Organizing Workshops/Training Courses for Developers, Ropeway Suppliers and Manufacturers



- Certificate Course for Ropeway Operator and Maintenance staff subject to the specific approvals of both Institutes as per their individual norms.
- Consultancy Services for Development of Ropeway System

- b) **RITES** would put its best endeavors to assist IIT Mandi to create the Ropeway Centre of Excellence at IIT Mandi. **RITES** 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.
- c) **IIT MANDI** and **RITES** will create a team of four members 2 from each side. **RITES** 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 addressed to each other as follows:



To	To
IIT MANDI:	BITES:
Director	Director Technical
MANDI-175005	BITES Ltd., BITES Bhawan,
HIMACHAL PRADESH	Plot No.1, Sector-29, GURGAON-122 001

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.

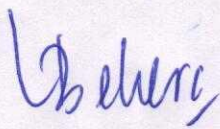



9) **Dispute Resolution:**

- a) The Parties agree that in the event of any dispute or difference 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 AMRCD as mentioned in DPE OM NO.4(1)/2013-DPE(GM)/FTS-1835 Dt. 22.05.2018."

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

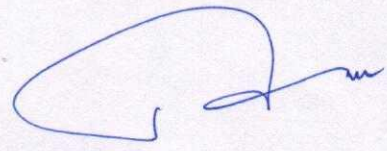
For and on behalf of IIT MANDI



Director
IIT Mandi (H.P.)
Pin-175005

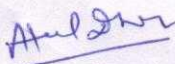
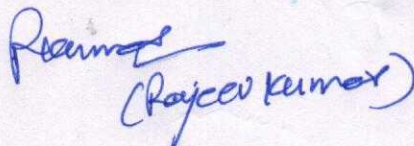
Name : Prof. Laxmidhar Behera
Designation : Director, IIT Mandi

For and on behalf of RITES


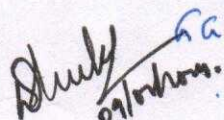


Name : Dr Deepak Tripathi
Designation : Director Technical

Witnesses:

- 1) 
ATUL DHAK
- 2) 
(Rajeev Kumar)

Witnesses:

- 1) 
R.K. SHARMA
- 2) 
GM/RITES

