

Memorandum of Understanding

BETWEEN
UNIVERSITY OF KASHMIR.
AND
TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED

This Agreement (hereinafter referred to as "Agreement") is made on the 29th day of March 2024

Between

University of Kashmir, (referred as "Institution" henceforth), a state University established by an act of the state legislature of Jammu and Kashmir, having its office at Hazratbal, Srinagar Jammu and Kashmir-190006, represented by Prof. Naseer Iqbal Registrar University of Kashmir, (which terms of expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and permitted assigns) of the **One Part**.

And

Telecommunications Consultants India Limited (TCIL), a Government of India Enterprise under the Ministry of Communications, registered under the Indian Companies Act 1956, having its registered & corporate office at TCIL Bhawan, Greater Kailash-I, New Delhi- 110048 (hereinafter called the 'TCIL/Implementing Agency'), represented by _____, Telecommunications Consultants India Limited and the term 'TCIL/Implementing Agency' shall mean and include its heirs, administrators, executors, successors and its permitted assigns of **Other Part**.

"Institution" and "TCIL" are individually referred to as "Party" and collectively as "Parties".

Whereas University of Kashmir is a state University committed to create and disseminate knowledge for human development and welfare and create intellectually stimulating environment, promote excellence in teaching, research and extension activities, facilitate academic freedom, diversity and to cater to the needs and demands of the students and the society.

Whereas TCIL is a prime engineering and consultancy company for providing Indian telecom expertise in all fields of Telecommunications and Information Technology to

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Whereas University of Kashmir is a state University committed to create and disseminate knowledge for human development and welfare and create intellectually stimulating environment, promote excellence in teaching, research and extension activities, facilitate academic freedom, diversity and to cater to the needs and demands of the students and the society.

Whereas TCIL is a prime engineering and consultancy company for providing Indian telecom expertise in all fields of Telecommunications and Information Technology to India and abroad having its core competence in the fields of Switching, Transmission Systems, Wireless Communications, Mobile communication for Security Forces and Railways, Business Critical Communications, VSAT Communications, Rural Telecommunication, Optical fibre systems, IT Networking Solutions, Application Software, e-Governance, e-Health & e-Education, Cyber Security, Video Surveillance, Utility Smart Metering, etc;

Whereas 5G Use Case Labs are setup in higher educational Institutions with an objective,

- a) To build competencies and engagement in 5G technologies in students and academic fraternity.
- b) To enable projects at under-graduation and post-graduation level for students using 5G environment.
- c) To encourage academia-industry engagement to ideate and develop 5G use cases.
- d) To provide local access to 5G test setup for Startups and MSMEs around the institution.
- e) Making Indian academia & startup ecosystem 6G ready

And the TCIL has the necessary expertise, experience, and resources to provide a turnkey solution for deployment, testing, commissioning, and maintenance of 5G network infrastructure. The aforementioned scope of activities will be performed by TCIL in co-ordination with Department of Telecommunication (DoT), as per the implementation guidelines and will be termed as Implementation Agency (IA) or TCIL here onwards.

And to promote proliferation of 5G use case labs with different configurations and flavors, TCIL may continue the partnership with empaneled vendors and Institutions to carry out similar projects (not limiting to the scope of the above project).

Now, therefore, it is agreed between the Parties as under:

Table of Contents

1.0	Definitions	4
2.0	PURPOSE OF AGREEMENT	4
3.0	SCOPE OF 5G USE CASE LAB PROJECT	5
4.0	DELIVERY / IMPLEMENTATION SCHEDULE	6
5.0	5G USECASE LAB PACKAGE & SERVICE VENDORS (As per the Zone allotted)	6
6.0	DELIVERABLES OF INSTITUTION	9
7.0	100 5G Labs portal (Bharat5Glabs.gov.in) :	9
8.0	RESPONSIBILITIES OF THE INSTITUTION	10
9.0	RESPONSIBILITIES OF TCIL	12
10.0	PAYMENT TERMS	13
11.0	OWNERSHIP	13
12.0	FORCE MAJEURE	14
13.0	DISPUTE RESOLUTION	15
14.0	MODIFICATIONS OR VARIATIONS	17
15.0	TERMINATION OF AGREEMENT	17

16.0 DURATION AND VALIDITY.....	17
17.0 CONFIDENTIALITY.....	18
18.0 AUTHORITY SIGNATORY:.....	18
19.0 CO-ORDINATION OF THE AGREEMENT.....	18
20.0 NOTICES.....	19
21.0 Acronyms:.....	21

1.0 Definitions

In the AGREEMENT, the following expression shall, unless the context otherwise requires, have the meaning, hereby respectively assign to them.

- 1.1 'Institution' shall mean University of Kashmir.
- 1.2 'Approval' shall mean approval in writing by the designated officer of the Institution.
- 1.3 'TCIL' or 'IA' shall mean the Telecommunications Consultants India Limited.
- 1.4 'Contractor' shall mean the contractor(s) or suppliers or agencies employed by TCIL for execution of the work or any connected work, including the TCIL itself in case any work is done directly by the TCIL.
- 1.5 'Agencies' shall mean parties coming together and engaging to complete a work.
- 1.6 "Work" means all the tasks, deliverables and other obligations specified in the Agreements
- 1.7 "Competent Authority" for Institution shall mean Registrar.

2.0 PURPOSE OF AGREEMENT

- 2.1 In line with the budget announcement with an objective to build competencies and engagement in 5G technologies for students & startup communities, DoT is setting up one hundred 5G Use case labs at Higher Educational Institutions

across all States/Union territories to facilitate the development, experimentation of 5G applications in various socioeconomic verticals.

- 2.2 The use cases could span across socioeconomic verticals including education, agriculture, health, power, urban management, mining, logistics, resource management, tourism, sports, security, e-governance etc.
- 2.3 The scope of activities will be performed by TCIL in co-ordination with DoT, as per the implementation guidelines and will be termed as Implementation Agency (IA) here onwards.
- 2.4 This Agreement is intended to constitute, create, give effect to and contemplate a strategic partnership between University of Kashmir and TCIL in establishing a 5G Use case Lab. This document describes the framework of the Project to be entered into between the two parties.
- 2.5 New Projects can be initiated between University of Kashmir and TCIL under this Agreement by attaching hereto additional Addendums along with applicable schedules by mutual consent. The Project Agreements shall become effective upon execution by both parties, on the Effective Date of commencement of the corresponding Projects, after due approvals.

3.0 SCOPE OF 5G USE CASE LAB PROJECT

- 3.1 Empanelment of domestic 5G and Use Cases vendors.
- 3.2 Installation coordination for setting up of Labs at selected institutions.
- 3.3 Oversight and coordination for O&M and utilization of labs for period of 5 years
- 3.4 Hosting of dedicated portal (Digital Network of 100 use case Labs) | reg performance monitoring, Remote O&M support, utilization of Labs by faculty, students, startups.
- 3.5 Digital platform for networking and utilization of labs.
- 3.6 Supporting institutions to host hackathons.
- 3.7 Knowledge disseminating platform (web portal) for other institutions/students/startups etc., on use-cases being tested/developed/demonstrated.

- 3.8 Maintaining database of 5G domestic vendors available, 5G devices (incl IoT), successful 5G projects/pilots related to Health, Agri, intelligent Transport systems, Industry 4.0 etc.
- 3.9 Providing other needful facilitation to Industry & Academia w.r.t IPRs

4.0 DELIVERY / IMPLEMENTATION SCHEDULE

- Rollout duration (4-6 months)
 - February 2024- Delivery of Equipment by Vendors & Receipt of Equipment by Institutions
 - March 2024 (onwards)-operationalization of Labs & start of User acceptance testing
- Stability / Performance Period: 3 months along with UAT (User Acceptance Test)
- Warranty post installation and commissioning: 1 year (Warranty starts post UAT)
- Operation & Maintenance: 4 years post warranty

5.0 5G USECASE LAB PACKAGE & SERVICE VENDORS (As per the Zone allotted)

5G use case lab is an integrated setup of Network Technologies, OT & IT technologies for academic learning and experimentation

Vendor Name : Coral Telecom Ltd

Equipment details:

S.No	Equipment/Devices	Product/Make Model	Name
1	5G Core	Coral Air	Coral Telecom Ltd
2	5G Radio	BRIC7401	Resonous Technologies Pvt Ltd
3	IMS solution	R760xs	DELL/ Coral Telecom Ltd
4	MEC & Application server	R760xs	DELL/ Coral Telecom Ltd
5	NMS (with Dashboard)	Coral NMS	Coral Telecom Ltd
6	Router with Firewall	NFRxG	Cosgrid Networks
7	5G SIMs	Standard	
8	5G Evaluation Board / Hardware and Software Development Kit.		Coral Telecom Ltd
9	IoT Gateway	IG4xG	Cosgrid Networks
10	IoT sensors with analytics software (Loaded in Application server)	Coral GYAN	Coral Telecom Ltd
	Temperature & Humidity sensor	Standard	
	Light sensor	Standard	
	Soil sensor (NPK)	Standard	
	Water (TDS/chlorine) sensor	Standard	
11	5G Mini Drone	SUPARNA	Menthosa Solutions

S.No	Equipment/Devices	Product/Make Model	Name
12	5G XR(AR/VR/MR) headset or Device (with loaded application such as remote maintenance / training/skill development/ education etc.)	NXGXR2205	Ajnalens
13	5G Indoor CPE	KAP510	Kenstel Comm. Pvt Ltd
14	5G Camera with AI enabled Video Analytics (Face/Object/Motion detection, people counting etc.)	SC-IS 22 BP (Sparsh)	(Sparsh)Samriddhi Automations Private Limited
15	5G Handsets	Galaxy F23 5G	Samsung
16	Adjustable Tripod Pole (3m)	Standard	
17	24 U Rack	27U D-link	D-Link
18	UPS 5KVA (1hr backup)	Maxipower	Uniline Energy Systems Pvt Ltd
19	32 inch FHD Display	M5 FHD	Samsung
20	L2 Managed Switch (24 port)	DGS-1250-28XMP	D-link
21	Testing & Tracing Tools	Coral ANANT	Coral Telecom Ltd

- Basic Training & subsequent trainings during features upgrade- both offline & online (Training plan will be made available)

- User Acceptance Testing: UAT Test Procedure (Test Cases, expected results, assumptions, boundaries etc.) & Support for Testing
- Remote expertise support
- O&M support
- Usage guide
- Other necessary support services through the Help Desk/Portal

6.0 DELIVERABLES OF INSTITUTION

- 6.1 At least 50 no. of Students and 10 nos. faculty utilizing the lab for testing/project development per year
- 6.2 At least 5 nos. of Start-ups/MSMEs engaged in the lab for testing/product development in a year
- 6.3 At least 10 no. of Products/solutions/IPs developed/tested in a year
- 6.4 Efforts to contribute in standardization process and drive the technologies developed/being developed to become part of the standards.
- 6.5 Efforts to pilot/commercialize/deploy the tested/developed products got in field
- 6.6 At least two papers to be published in a year.

The deliverables at 6.2-6.5 are time taking considering the fact that use case development is a time taking process (ideation-development-standardization-deployment). The deliverables 6.4, 6.5 are included as aspirational targets to be monitored and respective outcomes would be captured.

7.0 100 5G Labs portal (Bharat5Glabs.gov.in):

All the 100 Labs will be connected through a dedicated portal (Digital network of 100 5G Labs), It also acts as a knowledge dissemination platform for other institutions/students/startups etc. Bharat5Glabs portal is going to be a one-stop solution

for all the 5G/6G-related works capturing Academic R&D developments, Standards (TEC/TSDSI/WPC- ITU, 3GPP, etc.), Industry, OEMs, Startups/MSMEs, Students, subject matter experts, etc. Also, other Digital services-related State portals will be linked through this portal. The portal broadly consists of the following

7.1 Digital Network of 100 5G Labs (100 Institutions with student & Start-up ecosystem across India will be connected)

7.2 Telecom IPR facilitation for Start-ups & Academia (supported by TEC & C-DOT)

7.3 Telecom PoCs/Pilots for Start-ups & Academia (supported by BSNL)

7.4 6G & Quantum related activities

7.5 Other upcoming initiatives will be suitably made available in the portal

8.0 RESPONSIBILITIES OF THE INSTITUTION

8.1 Provisioning of proper built-up space incorporating AC (1000 sq ft or more).

8.2 Further, as the space may be utilized for standard 5G Lab Package, Additional use case equipment devices + Innovation workspace for experts from global OEMs, TSPs, TCOE, NTIPRIT, Govt. Officials etc. Therefore, Institutions may ensure that adequate space is already available to convert these labs into innovation centers.

8.3 Necessary power supply and arrangements for the same (as per the need along with UPS backup)

8.4 High speed Internet/intranet connectivity (along with dedicated bandwidth)

8.5 Skilled -manpower for maintenance of the lab and equipment's. The vendor will provide requisite training for the same.

8.6 Institution will also provide needful equipment/item (if required) in the installation of Lab & support for the same.

8.7 The total CAPEX cost of one lab is Rs 60,37,617 (Plus GST). The institution's contribution shall be 20% of CAPEX i.e. Rs. 14.25 Lakh including GST. The remaining 80% and 100% OPEX shall be funded by DoT.

8.8 The institution shall take care of the safety and security of the Lab.

8.17 Institutions may have separate engagement with TCIL/Vendors to procure additional equipment/use case devices to enhance the functionality and diversity as per the need.

8.18 Institutions are encouraged to be part of Sanchar Mitra Scheme which aims to engage students as volunteers for creation of awareness towards citizen centric services including awareness on cyber security. The scheme seeks to establish a bridge between the Department of Telecommunications (DoT) and citizens, fostering a collaborative approach towards telecom issues.

9.0 RESPONSIBILITIES OF TCIL

9.1 TCIL shall undertake the following activities regarding the 100 5G Use Case Lab: -.

- a. Implementation, testing and commissioning of the project.
- b. Project Management & change management support.
- c. Operation and Maintenance
- d. Optimal utilization of Labs in co-ordination with DoT & its field units (LSAs, NTIPRIT etc.)

9.2 TCIL will develop, host and maintain a 100 5G labs portal for implementation, monitoring and management of the project which inter alia includes i.e. publishing guidelines/terms and conditions, receiving the applications for Hackathons & workshop requests, publishing shortlisted Institutions, project Status Tracking, status of Institution contribution, monitoring milestones, submission of periodic fund utilization certificates by beneficiary institutions, Remote O&M support, Database of institutions & industry partners, Projects / use cases developed, Lab Utilization etc.

9.3 TCIL will extend O&M support, Remote support, Basic Training, periodic upgradations etc. to keep the Labs up & running.

- 9.4 TCIL will submit quarterly consolidated lab utilization certificates to DoT provided by the institutions through Portal and institution shall provide any requisite information, if desired for the same.
- 9.5 TCIL will make provision in the portal for Institutions to upload all the information related to deliverables including successful 5G projects/pilots related to Health, Agriculture, intelligent Transport systems, Industry 4.0 etc.
- 9.6 TCIL will extend necessary field support to all the DoT initiatives (Hackathons, Workshops, adoption etc.) in co-ordination with field units of DoT (LSAs/CCAs etc.)
- 9.7 TCIL is also encouraged to explore and execute similar projects independently with other institutions as well to promote the proliferation of 5G use case labs with different configurations and flavors (not limiting to the scope of the above project).

10.0 PAYMENT TERMS

- 10.1 The total CAPEX cost of one lab is Rs 60,37,617 (Plus GST). The institution's contribution shall be 20% of CAPEX i.e. Rs. 14.25 Lakh including GST. The remaining 80% and 100% OPEX shall be funded by DoT.
- 10.2 The payment shall be made by University of Kashmir to TCIL in within 6 months of signing of this Agreement.

11.0 OWNERSHIP

- 11.1 The ownership of the Lab will be with the beneficiary University of Kashmir, during and after the project completion.
- 11.2 The beneficiary institution in co-ordination with TCIL, shall be taking full responsibility for safety, security, utilization of the Lab by student/faculty/start-up ecosystem etc.

- 11.3 The beneficiary institution shall provide necessary facilities such as: Space power supply, internet & intranet connectivity, other equipment, tech-manpower (for local maintenance) etc. <<as mentioned in DOT OM>>

12.0 FORCE MAJEURE

- 12.1 The Implementing Agency shall not be considered in default if delay in completion of the work occurs due to cause beyond its control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riots act of unsurpassed power, lockdown pandemic, quarantine restrictions etc. The Implementing Agency shall notify University of Kashmir in writing within ten days from the date of such occurrence. In the event delay due to such causes, the completion schedule will be extended for a length of time equal to the period of force majeure.
- 12.2 The Implementing Agency shall not be liable in any way to bear any losses and compensation of any kind whatsoever will be payable by the Implementing Agency to University of Kashmir in the event of force majeure.
- 12.3 A suitable force majeure clause shall be incorporated in all the agreements entered into by the Implementing Agency with the contractors/ agencies.
- 12.4 The party seeking to rely on an event of force majeure shall bear the burden of proving that the event of force majeure has occurred and has caused its failure to perform its obligations under this Agreement.
- 12.5 This clause shall not affect any rights or remedies available to either party under this Agreement or at law, including the right to claim for any amount due and payable under this Agreement up to the date of termination due to force majeure.

13.0 DISPUTE RESOLUTION

13.1 Any matter which is not stipulated in the Agreement shall be settled in good faith by discussion among the parties in the spirit of understanding and cooperation.

13.2 "In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th Dec, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

13.3 This Agreement shall be construed and governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the Courts at New Delhi.

13.4 In case of Non-Government Organization, the following clause shall be applicable:

- i) The parties to this agreement/contract agree that they shall resolve all disputes or differences whatsoever arising between them under and/or in connection with and/or in respect of this Tender/EOI/Agreement/Purchase Order/MoU through a "Conciliation and Settlement Mechanism (CSM)" and the detailed guidelines/procedure for such CSM is annexed hereto as Annexure-A (Section-19 to made part of MOU). That it is understood and agreed between the parties that the CSM annexed as Annexure-A with the present agreement forms and shall be treated as part and parcel of the present agreement.
- ii) If the parties fail to resolve such disputes through the conciliation proceedings, then and only then, a party shall refer the dispute to arbitration as mentioned in the following manner:

- a. All disputes or differences whatsoever arising among the parties under and/or in connection with and/or in respect of this Tender/EOI/Agreement/Purchase Order/MoU shall be referred to and decided by a sole arbitrator, who shall be appointed by the CMD, TCIL only. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act of 1996, as amended from time to time, and the venue of the arbitration shall be in New Delhi.
- b. Notwithstanding the generality of the above, it is a term of this contract that no person other than a person appointed by CMD, TCIL as aforesaid, should act as arbitrator and if for any reason that is not possible or any party does not agree to such appointment of Arbitrator by CMD, TCIL for whatsoever reason, then the matter is not to be referred to arbitration at all and such disputes shall be resolved under the mechanism provided by the state in form of Courts of Law/Ordinary Civil Courts for resolution of such disputes under applicable Laws.
- iii) The courts at New Delhi shall have exclusive jurisdiction in respect to any dispute pertaining to this agreement.
- iv) The parties shall continue to perform their respective obligations as per the Agreement during the pendency of proceedings under this clause

14.0 MODIFICATIONS OR VARIATIONS

14.1 Any modification(s) or variation(s) of the terms and conditions of this AGREEMENT / scope of the Services, may only be made by the Parties in writing. Each Party shall give due consideration to any proposals for modification(s) or variation(s) made by the other Party and cost implication thereof.

15.0 TERMINATION OF AGREEMENT

15.1 The Implementing Agency may terminate this AGREEMENT before the expiry of the term by giving the University of Kashmir a prior and written notice of at least three (3) months in advance indicating its intention to terminate the AGREEMENT. In such an event, the University of Kashmir shall make the full payment, payable as per the agreement, to Implementing Agency in respect of the work completed up to the date of such termination.

15.2 Nothing in this AGREEMENT shall constitute, create or give effect or recognize a JV, Partnership or business entity of any kind.

16.0 DURATION AND VALIDITY

This AGREEMENT is valid for a period of six years from the date of signing ("Effective Date") unless renewed/extended by mutual agreement. In case, the implementation of the project gets extended then all the provisions of this AGREEMENT shall continue to operate till this AGREEMENT is formally renewed/ extended/ replaced or terminated or the Project gets completed in all respects.

17.0 CONFIDENTIALITY

Both the parties agree to keep confidential all information shared with the other party and clearly marked as 'Confidential' in connection with this AGREEMENT <<may be seen whether all information shared shall be confidential otherwise TCIL would have to take care to mark the information as confidential for the applicability of this clause>>and disclose to third party only after taking prior written consent of the other party. This clause excludes information available in public domain or the information required to be disclosed pursuant to a court order or is independently developed by the Parties without any reference to confidential information or was already known to Parties prior to its disclosure by the other party. The confidentiality provisions of this Agreement shall remain in full force and effect during the term of this Agreement and 12 months thereafter.

18.0 AUTHORITY SIGNATORY:

The Director/Registrar/Principal/Head of the Institution is the authorized signatory for the signing of the Agreement.

19.0 CO-ORDINATION OF THE AGREEMENT

19.1 This Agreement will be coordinated by <name of post> for TCIL, and by Registrar for University of Kashmir. Any Party may change its representative by providing written notice thereof to the other Parties at least fifteen (15) days before such change.

19.2 The above representatives, or their delegates, shall communicate as required in order to:

- (a) review the progress and results of Work Agreement;
- (b) propose, as necessary, any modifications to the reference of an Agreement;
- (c) discuss, as necessary, the terms of reference and propose modifications as appropriate; and
- (d) discuss and endeavor to resolve any difficulties arising out of activities carried out under this Agreement.

20.0 NOTICES

Notices and other communications under this Agreement shall be communicated through post, courier, fax, email or any other mode of such communication. All such notices and communications shall be addressed to the address as mentioned in the Agreement.

In the case of University of Kashmir to:

Registrar

University of Kashmir,

Hzaratbal, Srinagar-190006 J&K.

Telephone: +91

Facsimile: +91

And in the case of TCIL to:

Company Secretary <<May be seen whether CS is authorized in
Telecommunications Consultants India Limited

TCIL Bhawan, Greater Kailash – I

New Delhi – 110048

Telephone: +91-11-26202020

Facsimile: +91-11-26242266

or to such other addressee as the Parties may designate by giving thirty (30) days prior written notice.

21 WAIVER

Any failure or delay by either Party to exercise any right, power, or privilege hereunder or to insist upon observance or performance by the other of the provisions of this agreement shall not operate or be construed as a waiver thereof.

22 SEVERABILITY

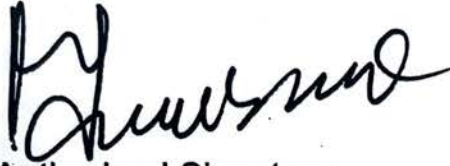
This agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by the court of competent jurisdiction to be invalid and unenforceable, such provisions will be deleted from this agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions of this agreement will be unaffected.

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

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed, in duplicate to be effective as of the Effective Date, by its duly authorized representative.

FOR and on behalf of

UNIVERSITY OF KASHMIR



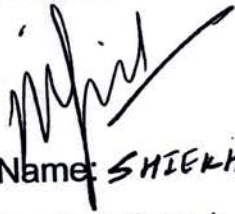
Authorized Signatory

Name: Prof. Naseer Iqbal

Designation: Registrar

University of Kashmir

WITNESS.



Name: SHIEKH ASIF RASHID

Designation: DEPUTY REGISTRAR

FOR and on behalf of

TELECOMMUNICATIONS
CONSULTANTS INDIA LIMITED

Authorized Signatory

Name:

Designation:

WITNESS

Name:

Designation:

21.0 Acronyms:

- CCA- Controller of Communication Accounts
- CoE- Centre of Excellence
- DoT-Department of Telecom
- LSA- Licensed Service Area
- NTIPRIT- National Telecommunications Institute for Policy Research Innovation & Training
- OEM- Original Equipment Manufacturer
- RLO- Regional Licensing Offices
- TCIL- Telecommunications Consultants India Limited

- TEC- Telecom Engineering Centre
- TSP- Telecom Service Providers
- WMO- Wireless Monitoring Organization

Annexure-A to Dispute Resolution Clause

Establishment of a Conciliation & Settlement Mechanism (CSM) for Contractual Disputes under the contract agreements with the Contractors / Concessionaires / Consultants in TCIL.

1. Objective:

The TCIL has been entering into various contract agreements with the Contractors/ Concessionaires/ Consultants for implementing projects and

obtaining services in various modes. Several disputes have been arising under these contract agreements. The associated legal costs and diversion of manpower of both parties are enormous. The early resolution/ settlement of claim, preferably through an out-of-court settlement process, is in the interest of all the stakeholders.

2. The Standing Operating Procedure (SoP)

The procedure given hereunder will be implemented for resolving disputes through conciliation mechanism:

- 1) If any commercial/contractual dispute arises between TCIL and Bidder/MoU partner/Vendor/Contractor, then any of the party shall send a reference about the dispute containing a written brief identifying the subject of the dispute to the CMD, TCIL along with a copy of such reference to other party for resolution of dispute through conciliation.
- 2) CMD, TCIL or his authorized representative shall, within seven days of receipt of such a reference, nominate an officer of TCIL to act as the conciliator and shall arrange to issue necessary intimation to both the parties.

- 3) Within three days of appointment of conciliator by CMD, TCIL both the parties shall intimate to the conciliator, the name of their respective officer(s) who shall be representing such a party in the conciliation proceedings. The maximum number of such officer(s) shall not be more than three and no legal practitioner/advocate shall be part of such a team.
- 4) Thereafter, both the teams of the parties shall meet on the dates as fixed by the conciliator, discuss the agenda and explore the possibilities of conciliation/settlement. First such meeting shall be held within Seven (7) days of the nomination of the conciliation team by both the parties. The venue for conducting conciliation proceedings will be TCIL Bhawan, Greater Kailash-I, New Delhi 110048.
- 5) The conciliator shall assist the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute.
- 6) The conciliator shall be guided by principles of objectivity, fairness and justice, giving consideration to, among other things, the rights and obligations of the parties, the usages of the trade concerned and the circumstances surrounding the dispute, including any previous business practices between the parties.

- 7) The conciliator may conduct the conciliation proceedings in such a manner as he considers appropriate, taking into account the circumstances of the case, the wishes the parties may express, including any request by a party that the conciliator hear oral statements, and the need for a speedy settlement of the dispute.
- 8) The conciliator may, at any stage of the conciliation proceedings, make proposals for a settlement of the dispute. Such proposals need not be in writing and need not be accompanied by a statement of the reasons therefor.
- 9) The teams thereafter can meet any number of times under the guidance and supervision of Conciliator and will try to find a solution that is acceptable to both the parties. The conciliation may be successful or partially successful. On the points of dispute or part of a dispute wherein parties have agreed for a common ground, the officers representing each party shall seek approval of their respective company/entity. After that a settlement deed shall be drafted and signed by the authorized representatives of the parties. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively and this shall not be challenged by any of the party in any court or under any law. The parties shall

unequivocally affirm, declare and confirm in the settlement agreement that they have signed the agreement without any coercion, duress, inducement and were fully competent to sign the said agreement.

- 10) The conciliator shall endorse and authenticate the settlement agreement and furnish a copy thereof to each of the parties.
- 11) The conciliation process shall be concluded within 60 days of nomination of its representatives by the second party. However, the parties, with mutual consent can extend this period and then the conciliation proceedings shall be concluded in this extended period.
- 12) If no settlement is arrived between the parties in the time mentioned in clause 5) above, then the conciliation proceedings shall be deemed to have been failed.
- 13) The conciliator shall intimate the appointing authority the final outcome of the conciliation proceedings.

3. Resort to arbitral or judicial proceedings:

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject-matter of the conciliation proceedings except that a party may initiate arbitral or judicial

proceedings where, in his opinion, such proceedings are necessary for preserving his rights.

4. Admissibility of evidence in other proceedings.

- 1) The parties shall not rely on or introduce as evidence in arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings,—
 - (a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
 - (b) admissions made by the other party in the course of the conciliation proceedings;
 - (c) Proposals made by the parties or conciliator;
 - (d) The fact that the other party had indicated his willingness to accept a proposal for settlement made by the other party.

5. Confidentiality.

Notwithstanding anything contained in any other law for the time being in force, the parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

6. Termination of conciliation proceedings.

The conciliation proceedings shall be terminated on happening of any of the conditions below:-

- 1) by the signing of the settlement agreement by the parties, on the date of the agreement; or
- 2) by a written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or
- 3) by a written declaration of the parties addressed to the conciliator to the effect that the conciliation proceedings are terminated, on the date of the declaration; or
- 4) by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of the declaration; or
- 5) by the lapse of time or extended time as provided in clause 2(12) above