

தமிழ்நாடு தமில்நாடு TAMILNADU

25/7/2024

Air Flow Equipments -  
- India Pvt Ltd  
Chennai - 117

சுய. சி. சி.

C. வெலுமணி

முத்திரைக்கான விநியோகப்பாளர்  
உரிமம்: 10814/ஆ.1/2000/ஆள-2  
17/61A, பாலக்காடு சென்னை நகரம்,  
சாந்தி நகர் மதுக்கலை நகர் - 600 044

DU 388913



Annexure JV-3  
MEMORANDUM OF UNDERSTANDING (MOU) FOR  
JOINT VENTURE PARTICIPATION BETWEEN

M/s AIRFLOW Equipments India (PVT.) LTD having its registered office at No.9, Chelliamman Koil Street, Keelkattalai, Chennai-600117 (hereafter referred to as "AIRFLOW") acting as the Lead Partner of the first part.

And

M/s Suintastic Engineering Pvt Ltd having its registered office at No.69/27A, 1<sup>st</sup> Pillayar Koil Street, Lakshmipuram, Chrompet, Chennai - 600 044 (hereafter referred to as "SUNTASTIC") in the capacity of a Joint Partner of the other part.

FOR SUNTASTIC ENGINEERING PVT. LTD

H. S. S.

Chief Executive Officer  
Signature of the Endorser



- ii) Tender document
- iii) Any Addendum / Corrigendum issued by (Southern Railway Electrical division)
- iv) The Tender submitted on our behalf jointly by the Lead partner.

2. The 'Parties' have studied the documents and have agreed to participate insubmitting a 'Tender' jointly.

3. The name of the Joint Venture firm shall be **AIRFLOW ENERGY SOLUTIONS PRIVATE LIMITED**

4. M/s **AIRFLOW EQUIPMENTS INDIA PRIVATE LIMITED** shall be the lead member of the JV for all indents and purpose and shall represent the Joint Venture in its dealing with Client. For the purpose of submission of Tender proposals, the parties agree to nominate **Mr. V.SATHISH KUMAR** as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Client. However, M/s **AIRFLOW** shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by **M/S SUNTASTIC** to M/s **AIRFLOW**

5. The 'Parties' have resolved that the distribution of share and responsibilities is asunder:

- a) Lead Partner share- **80%**;  
Responsibilities :
  - i) **Design.**
  - ii) **Supply.**
  - iii) **Installation.**
  - iv) **Testing**
  - v) **Commissioning.**
- b) Joint Venture Partner's share - **20%**  
Name - **Suntastic Engineering Pvt Ltd**  
Responsibilities :
  - i) **Design.**
  - ii) **Supply.**
  - iii) **Installation.**
  - iv) **Testing**
  - v) **Commissioning.**

#### **6. JOINT AND SEVERAL RESPONSIBILITY**

The Parties undertake that they shall be jointly and severally liable to the client in the discharge of all the obligations and liabilities as per the contract with the client and for the performance of contract awarded to their JV.

#### **6. ASSIGNMENT AND THIRD PARTIES**

The parties shall co-operate throughout the entire period of this MOU on the basis of exclusively and neither of the parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party.

#### **7. EXECUTIVE AUTHORITY**

The said Joint Venture through its authorized representative shall receive instructions, payments from the client. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

Signature of the Tenderer

#### **8. GUARANTEES AND BONDS**


Till the award of the work, the lead partner shall furnish Earnest Money and all other bonds/guarantees to the Client on behalf of the Joint Venture, which shall be legally binding on all the partners of the Joint Venture.

#### **9. INDEMNITY**

Each party hereto agrees to indemnify the other party against its respective parts in case of breach / default of the respective party of the contract works of any liabilities sustained by the Joint Venture.

10. For the execution of the respective portions of works, the parties shall make their own

For **SUNTASTIC ENGINEERING PVT. LTD**

  
Chief Executive Officer



arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

**11. DOCUMENTS & CONFIDENTIALITY**

Each party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

**12. ARBITRATION**

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, the Settlement of disputes in connection with the contract will be dealt with and governed by Clause 63 & 64 of General Condition of Contract for Works as amended upto date. The Venue of the arbitration shall be Chennai.

**13. VALIDITY**

This MOU/ JV Agreement shall remain in force till the occurrence of the earliest to occur of the following unless by mutual consent, the parties agree in writing to extend the validity for a further period.

- a. The Tender submitted by the joint venture is declared unsuccessful, or
- b. Cancellation / shelving of the project by the client for any reasons prior to award of work.
- c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the client.

**14.** This MOU is drawn in 02 number of copies with equal legal strength and status. One copy is held by M/s AIRFLOW and the other by M/s SUNTASTIC a copy submitted with the proposal.

**15.** This MOU shall be construed under the laws of India.

**16. NOTICES**

Notices shall be given in writing by Fax confirmed by registered mail or commercial courier to the following Fax numbers and addresses.

Lead Partner

**AIRFLOW EQUIPMENTS INDIA PVT LTD**  
**No.9, Chelliamman Koil Street,**  
**Keelkattalai,**  
**Chennai - 600 117.**

.....  
(Name and Address)

Other Partner

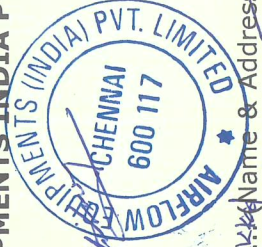
**SUNTASTIC ENGINEERING PVT LTD..**  
**No.69/27A,1<sup>st</sup> Pillayar Koil Street,**  
**Lakshmpuram, Chrompet,**  
**Chennai - 600 044.**

.....  
(Name and Address)

IN WITNESS WHERE OF THE PARTES, have executed this MOU the day, month and year firstbefore written.

**M/s AIRFLOW EQUIPMENTS INDIA PVT LTD**  
(Seal)

**M/s SUNTASTIC ENGINEERING PVT LTD..**  
(Seal) **For SUNTASTIC ENGINEERING PVT. LTD**



*[Handwritten signature]*  
.....  
Name & Address

*[Handwritten signature]*  
.....  
Executive Officer

Witness:

- 1... *[Handwritten signature]* Name & Address
- 2... *[Handwritten signature]* Name & Address