

## Memorandum of Understanding (MoU)

This MoU is made on \_\_\_\_\_ at New Delhi between:

**M/s Telecommunications Consultants India Limited**, with its registered and corporate office at TCIL Bhawan, Greater Kailash-1, New Delhi – 110048, hereinafter referred to as “**TCIL**”, which expression shall include its successor and its permitted assigns.

**AND**

**M/s** \_\_\_\_\_, registered under the Indian Companies Act 1956, having their corporate office at \_\_\_\_\_, hereinafter referred as “\_\_\_\_\_”, which expression shall include its successors and assigns.

“TCIL” and “\_\_\_\_\_” individually referred as “Party” and collectively as “Parties”.

WHEREAS TCIL, a Government of India Enterprise, is a leading company in Telecommunications and Information Technology and has to its credit successful execution of many consultancy and turnkey projects both in India and abroad in the field of telecommunications and IT.

WHEREAS \_\_\_\_\_ provides

AND WHEREAS the \_\_\_\_\_, (hereinafter referred to as “\_\_\_\_\_”), has invited Bid for “\_\_\_\_\_”, hereinafter referred to as “Bid”.

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

1. TCIL and \_\_\_\_\_ will participate on a mutually exclusive basis in the above-mentioned Bid with TCIL acting as lead bidder and \_\_\_\_\_ as partner. During the term of this MoU and such extended period mentioned in clause 2 herein below, TCIL and \_\_\_\_\_ shall not enter into any teaming arrangements with any other party for any component of the Bid covered under this MoU, unless otherwise mutually agreed by both the parties.
2. The term of this MoU shall be for 12 months (“Term”) from the date of signing of this MoU (“Effective Date”). All obligations hereunder shall only apply during the Term of this MoU and to such obligations and commitments in relation to the Project, as may have been undertaken by the Parties during the Term with validity exceeding the Term.
3. After mutual consultation, a joint team consisting of representatives of the parties will be formed for various activities like, technical discussions, deciding the preparation of final Bid, terms & conditions and demonstration of functionality required for this Bid.
4. TCIL and \_\_\_\_\_ hereby mutually agree that both of them shall remain as irrevocable members of this tie-up for the complete execution and completion of this project.
5. Expenses towards Proposal preparation would be borne by the individual Parties viz. TCIL and \_\_\_\_\_ for their respective work. TCIL will not reimburse any such expenses to \_\_\_\_\_ towards preparation and submission of the bid.
6. If short-listed by the \_\_\_\_\_, then a detailed agreement shall be entered into between TCIL and \_\_\_\_\_ before submission of the bid to \_\_\_\_\_. Broad Responsibility matrix is given at Annexure-I.
7. If short-listed by \_\_\_\_\_, all technical, financial and commercial terms and conditions of the RFP, except pricing, termination and risk purchase, will apply on back-to-back basis between TCIL and \_\_\_\_\_, for their respective part/scope of work. However, if \_\_\_\_\_ fails to fulfill its part of the work to the

satisfaction of TCIL, then TCIL shall have the right to terminate the contract with \_\_\_\_\_ and get the same executed by other agencies at the risk and cost of \_\_\_\_\_.

8. The payment terms between TCIL and \_\_\_\_\_ will be on back-to-back basis i.e. TCIL will release payment to \_\_\_\_\_ only after getting the same from the \_\_\_\_\_. TCIL shall ensure that they raise the Invoices on the \_\_\_\_\_ within shortest possible time and put all efforts to receive payments within shortest possible time.
9. TCIL and \_\_\_\_\_ agree to keep confidential all information shared with each other and disclose to third party only after taking prior written consent of each other. This clause excludes information available in public domain. The confidentiality provisions of this MoU shall remain in full force and effect during the term of this MoU and 12 months thereafter.
10. Nothing in this MoU shall constitute, create or give effect or recognize a JV, partnership or business entity of any kind. .
11. This MoU 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.
12. Any matter, which is not stipulated in the MoU, shall be settled in good faith by discussion among the parties in the spirit of understanding and cooperation.
13. All disputes or differences whatsoever arising among the parties regarding this MoU shall be settled by the arbitration in accordance with Arbitration and Conciliation Act of 1996 and the venue shall be in New Delhi. The arbitral tribunal shall consist of a sole arbitrator who shall be the CMD, TCIL himself or any person nominated by him to act as the sole arbitrator.
14. During its Term, this teaming arrangement will be terminated in the event of
  - a. \_\_\_\_\_ withdrawing the offer.
  - b. TCIL not short-listed by \_\_\_\_\_
  - c. Bankruptcy proceedings being initiated against any of the Parties
  - d. Mutual agreement among the "Parties".
  - e. On short-listing by \_\_\_\_\_ and TCIL entering into a detailed agreement with \_\_\_\_\_ as per clause 6 herein above.
15. Notices and other communications under this MoU 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 MoU.
16. By signing this MoU, 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 MoU to be executed in duplicate to be effective as of the Effective Date, by its duly authorized representative.

**(For Telecommunications  
Consultants India Ltd.)**

**(For \_\_\_\_\_ )**

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Date:

Date:

Witness:

Witness:

**Pre- Award Responsibility Matrix**

<b>S.No.</b>	<b>Activity</b>	<b>TCIL</b>	<b>.....(Party)</b>

**Post- Award Responsibility Matrix**

<b>S.No.</b>	<b>Activity</b>	<b>TCIL</b>	<b>.....(Party)</b>

**Note:** "P" stands for "Primary Responsibility"