

MEMORANDUM OF UNDERSTANDING
(MOU)

Sub: Supply and installation of OFC SDH/PDH & VHF equipments trenching, laying and jointing of OFC and quad cables for provision of telecommunication arrangements in Podanur-Pollachi-Palaghat section in connection with gauge conversion in Palaghat - Pollachi-Podanur section.

This MOU is made on at Chennai between Telecommunications Consultants India Limited, having its corporate office at TCIL Bhawan, Greater Kailash-I, New Delhi – 110 048, and its Southern Region office at No.20, Potter Street, Saidapet, Chennai- 600 015 (hereinafter referred to as “TCIL-SR” which expression shall include its successor and its permitted assigns).

AND

....., with its registered office at (hereinafter referred as “AGENCY” which expression shall include its successors and assigns).

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

WHEREAS TCIL-SR is engaged in execution of various turnkey Telecom projects including for Railway, referred to as “PROJECT”.

AND WHEREAS Railways has invited bids against its **TENDER NOTICE No.PTJ/SG/CN/2011-12/OT/01 dated 02.09.2011** for **Supply and installation of OFC SDH/PDH & VHF equipments trenching, laying and jointing of OFC and quad cables for provision of telecommunication arrangements in Podanur-Pollachi-Palaghat section in connection with gauge conversion in Palaghat - Pollachi-Podanur section.**

WHEREAS the Agency having experience and capability in their respective fields of expertise therefore desire to collaborate and enter into a strategic business alliance for synergistic utilization of each other’s strengths for mutual benefit for participating in the Project of OFC/ Quad cable work in **Palaghat - Pollachi-Podanur section** for securing business from Southern Railways.

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Now, therefore, it is agreed between the parties as under:-

1. The term of this MOU shall be 12 months from the date of signing of this MOU. All obligations hereunder shall only apply during the Term of this MOU and to such actions and commitments as may have been undertaken by the Parties during the Term and, unless otherwise expressly stated herein, as applicable only for the Project.
2. It is further agreed that wherever required, a joint team consisting of representatives of TCIL will be formed after mutual consultation for various activities like technical discussion, deciding the preparation of bid requirement of client, etc.
3. TCIL and Agency hereby mutually agree that on award of a project in which the Parties have participated jointly, both of them shall remain as irrevocable members of this tie-up for execution and completion of the project.
4. Both the parties have to bear their respective expenses till the award of specific business / contract. TCIL will not reimburse any such expenses to Agency nor will TCIL request for reimbursement of such expenses incurred by TCIL towards preparation and submission of the proposal.
5. If TCIL is awarded the project then it agrees to award the work to Agency for that portion of its scope, which Agency has offered to perform in its proposal to TCIL.
6. All technical, commercial and financial terms of the TENDER, other than pricing termination & risk purchase rights, as for the Project will be on back-to-back basis. TCIL shall release payment due to Agency after receipt of corresponding payment by TCIL. If Agency fails to execute its portion of work, then the same shall be executed by TCIL through their party or departmentally at the risk and cost of Agency.
7. If TCIL is awarded the Project, detailed Agreement shall be entered into between TCIL & Agency and the detailed scope of work of each party shall be mutually decided.

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8. Both the parties may seek in writing from the other parties, information regarding the subject matter of this MOU. Each party shall make every effort to respond to other's request except in circumstances where the disclosure of such information and materials is restricted by commercial confidence and / or company rules.
9. Both TCIL and Agency agree to keep confidential all information shared with each other and disclose to third party only after taking consent of each other. This clause excludes information available in public Domain.
10. Nothing in this MOU shall constitute, create or give effect or recognize a JV, partnership or business entity of any kind. Save in respect of confidentiality, neither party shall have any liability or legal binding on the other by virtue of executing this MOU.
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 this MOU, shall be settled in good faith by discussion amongst the parties in a spirit of understanding and co-operation.
13. All disputes or differences whatsoever arising between the parties regarding this agreement shall be settled by Arbitration in according with the Arbitration Act of 1996 and the venue shall be in New Delhi. The Arbitral Tribunal shall consist of a sole arbitrator which shall be either the CMD, TCIL himself or any person nominated by him to act as the sole arbitrator.
14. This MOU will be terminated by prior notice in writing in the event of:-
 - Client withdrawing its offer.
 - Work not being awarded to Consortium within one year from the date of signing of this MOU.
 - Bankruptcy proceeding being initiated against any party.
 - Mutual agreement between parties to terminate this MOU.
 - On award of work, TCIL enters into a detailed agreement with Agency.

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15. Notices: Notices and other Communications under this MOU shall be in Writing and Communicated through Post, Courier, Fax, e-mail or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in this MOU.

16. By signing this MOU, TCIL & Agency acknowledge that it correctly records the understanding they have reached with regard to the Project.

IN WITNESS WHEREOF, the parties hereto have duly executed this MOU by their authorized representative in duplicate on the date, month & year first above written.

For Telecommunications Consultants India Ltd.

For (Agency)

By:.....

By:.....

Name:.....

Name.....

Title:.....

Title:.....

Date:.....

Date:.....

Witness:

Witness: