MEMORANDUM OF UNDERSTANDING (MOU)

Between

M/S. ENGINEERING PROJECTS (INDIA) LIMITED, WRO, MUMBAI

AND

M/S

This Memorandum of Understanding (herein after referred to as ‘MOU’) entered on the ——— Day of ___________ 2013 at Mumbai by and between:

M/s. Engineering Projects (India) Limited (EPIL), A Government of India Enterprise, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Core 3, Scope Complex, 7 Lodhi Road, New Delhi-110003 having Western Regional Office at Bakhtawar, 6A, 6th floor, Nariman Point, Mumbai 400021, hereinafter referred to as, The First Party (this expression includes its successors, executors and permitted assigns)

M/s ………………………………………………………………………………………………………………………

hereinafter referred to as, The Second Party (this expression includes its successors, executors and permitted assigns)

The First Party is a Government of India Enterprise providing Consultancy, Design and executing multidisciplinary projects on turnkey basis and the Second Party is

WHEREAS, The Second Party responded to EOI issued by First Party Vide EPI/WRO/MKTG/EOI-AMC/ dated 11.11.2013 for executing the work by _________________ Technology.

WHEREAS, The Second Party is authorized User of the Technology through Principle Owner M/s ________________________________.

Scope of Work for which MOU is signed ________________________________.
The First Party and the Second Party hereby agree as under:

1. Prior to bidding on this tender, the parties on mutual consent shall enter into a Joint Bidding Agreement to detail out each party’s obligations and responsibilities for the execution of this identified project, including the allocation of the scope of works in the identified project and the parties respective obligations on the related bidding costs and expenses. And detailed scope of work and pricing.

2. The MOU shall be part of the tender to be submitted to Client.

3. The MOU does not agree the parties to enter into collaboration with any other parties for this particular tender.

4. This MOU shall be governed under Indian laws. Disputes, if any shall be resolved Amicably, otherwise resolved by arbitration in India in accordance with the Indian Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English language.

This Memorandum of Understanding (MOU), signed in duplicate with each party receiving one original document, shall cease to be valid till the bid validity of the tender from the date of the MOU unless mutually extended in writing by the parties.

For and on behalf of

Engineering Projects (India) Limited

Name: ________________
Position: ________________

Witnesses:
1. __________________________
2. __________________________

For and on behalf of

Name: ________________
Position: ________________

Witnesses:
1. __________________________
2. __________________________