MEMORANDUM OF UNDERSTANDING
BETWEEN
ENGINEERING PROJECTS (INDIA) LTD., NEW DELHI
AND
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This Memorandum of Understanding (herein after referred to as ‘MOU’) entered into the ........../......../ 2017 at New Delhi by and between:

Engineering Projects (India) Ltd.(EPI), a Government of India Enterprise, having its Corporate Office at Core-3, Scope Complex, 7 Lodhi Road, New Delhi 110003, herein after referred to as, “The First Party” (this expression includes its successors, executors and permitted assigns).

And

…………………………………………………………………………………………………………………………………………………………………………………………

Whereas First Party has invited Expression of Interest (EOI) for ……………………………………………………………………………. in India / Overseas.

Second Party has submitted EOI and has also been shortlisted against above EOI to associate with EPI for the same.

First Party & Second Party are collectively referred as Parties and individually as Party.

WHEREAS both the Parties intend to synergise their efforts by pooling their expertise and resources for taking up works in the field of

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The First Party and the Second Party hereby mutually agree as under:

1. Both Parties agree to work jointly to identify the projects of common interest in India/ Overseas as the case may be.

2. The Projects could be identified by either of the parties and they could approach each other for exclusive co-operation for bidding.

3. The co-operation for execution of agreed and identified projects shall be based on mutual benefit of the parties. Inclusion and participation of another agency into the unincorporated joint venture / consortium/association etc. as the case may be, shall be decided by the First Party. Both parties agrees to give at their own cost, Bid security (Bank guarantee/EMD/Performance Bank Guarantee etc) for their respective share of work.

4. Prior to bidding for a particular accepted agreed project, the parties with mutual consent shall enter into a Joint Bidding Agreement/ Agreement of Association detailing each party’s obligations and responsibilities for execution of the project, including allocation of scope of work, financials, etc. in the project and the parties’ respective obligations in the related bidding costs and expenses.

5. This MOU does not limit both parties from collaborating or entering into agreements with any other party for any other project other than the identified project in the similar fields.

6. i) Second party has to provide the First party necessary infrastructure and site facilities including office, staff, telephone, ‘Computer + printer’, transportation, consumable etc. at the Project
ii) Second party shall reimburse to First party the actual 'site/ corporate costs & overheads of First party' for the identified Project at regular periodic intervals to be mutually decided.

iii) ‘Profit margin’ of First party shall be discussed and mutually agreed on case to case basis on signing of Project specific MOU.

iv) If First party being Govt. Organisation is granted specially some exemptions or concessions by any Govt. organization/entity then same may not be passed to second party.

V) If there is any such condition or provision of the client organization which is not allowing to sublet or consortium or association or ‘JV’ then second party cannot insist for the same.

7. **CONFIDENTIALITY**

Throughout the term of this MOU and for a period of one year after its termination or expiry, the Parties shall maintain strict confidentiality of the information / data of either Party that is disclosed to the other Party in writing and shall not disclose such confidential information / data to any third party without the prior written consent of the other Party. The parties hereby agree to take all reasonable precautions including the establishment of appropriate procedures and discipline to safeguard the confidentiality of such information, and not to use them for its own or another’s advantage except for purposes/ objectives of this MOU during and after the tenure hereof.

8. **COMMENCEMENT, DURATION AND TERMINATION OF MOU**

8.1 On signing of detailed agreement on /or award of work

8.2 This MOU shall be valid for a period of one year commencing from the date of execution of MOU (first above written) and can be further extended by mutual consent of the parties in writing.

8.3 Either party may terminate this MOU by giving a notice of 30 (Thirty) days to the other party without any compensation, provided that both the parties shall honor the pending commitment(s) as on the date of such Notice of Termination.

8.4 If any of the Parties are declared insolvent by a court of competent jurisdiction or if either Party undergoes any winding up either voluntarily or under court proceedings, this MOU will stand terminated with immediate effect. However, this MOU survives if due to any Govt. order/notification, the status of EPI being a PSU under Ministry of Heavy Industries undergoes changes, if any.

9. Second party may be required to sign applicable integrity pact before commencement of the Project.

10. **GOVERNING LAW AND DISPUTE RESOLUTION**

This MOU shall be governed under Indian laws.

Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of part-III of the Arbitration and Conciliation Act. 1996. When such conciliation has failed, the parties shall adopt the following procedure for arbitration:

Except where otherwise provided for in the MOU, any disputes and differences relating to the meaning of the specifications, Design, Drawings and Instructions etc. herein before mentioned and as to the quality of workmanship or materials used in the work or as to any other question, claim., right, matter or thing whatsoever in any way arising out of or relating to the contract, Designs, Drawings. Specifications, Estimates, Instructions, or these conditions, or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole Arbitration of the Chairman and Managing Director (CMD) of Engineering Projects India Limited (EPI), or any other person discharging the functions of CMD of EPI is unable to act, to the sole Arbitration of some other person appointed by CMD of EPI or such other person discharging the functions of CMD of EPI. There will be no objection if arbitrator so appointed is an employee of Engineering Projects (India) Limited. However, such an employee shall not have directly dealt with the said Contract or
the works there under on behalf of EPI. Such Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

The language of the arbitration shall be English. The venue of the arbitration proceedings will be New Delhi.

11. INDEMNIFICATION

The parties agree to indemnify and shall keep each other indemnified and harmless at all times against any claims or actions made by any third party and / or any loss/damage which may be caused to either party as a result of failure on the part of other party to carry out any obligation arising out of or in relation to this MOU. The parties undertake to indemnify each other against all claims, liabilities, expenses, costs, loss or damage of whatsoever nature (including legal costs on full indemnify basis incurred by either party) brought against, suffered or incurred by either party, including without prejudice to the generality of the foregoing :

- Any act, omission, fraud and negligence or default whatsoever, of any of either party’s officers, employees and / or agents.
- Any infringements of any intellectual property rights of either party under this MOU.
- The provision of the service in accordance with the MOU or the performance of its obligations on the part of either hereunder.

12. The parties will be jointly and severally responsible for their scope of work.

13. Any addition, deletion, modification, of the existing clauses of this MOU can be done with mutual consent of both the parties in writing.

This Memorandum of Understanding (MOU) is signed in duplicate with each party receiving one original document.

For and on behalf of Engineering Projects (India) Ltd.

Name : 
Position :

For and on behalf of

Name : 
Position :

Witnesses: