



ENGINEERING PROJECTS (INDIA) LTD

(A Govt. of India Undertaking)

Core-3, Scope Complex,

NEW DELHI-110003

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CIN-U27109 DL1970GOI 117585

**EXPRESSION OF INTEREST (EOI) INVITED FOR PRE TENDER TIE UP
FOR SELECTION OF
JV
FROM
EXPERIENCED AGENCIES FOR VARIOUS INFRASTRUCTURE WORKS IN MAGADH
UNIVERSITY**

EOI NO: EPI/CO/BDD/EOI/006

Date 04.04.2025

(EPIL reserves the right to cancel this request for EOI and / or invite afresh with or without amendments to this request for EOI, without liability or any obligation for such request for EOI and without assigning any reason. Information provided at this stage is indicative and EPIL reserves the right to amend / add further details in the EOI document. Further, this EOI does not in any way restrict EPIL from collaborating with any other Agency/ Agencies who express their interest for collaboration at a later stage after end of EOI)

Contact: For any clarification **Mr. Prashant Bajpai, AGM (Business Development Division)** at official number 011-24361965, Extn: 2432, +91-9082046140, email bdd@epi.gov.in



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ENGINEERING PROJECTS (INDIA) LTD
Corp Off: Core-3, Scope Complex, NEW DELHI-110003

EOI NOTICE

EOI NO: EPI/CO/BDD/EOI/006

Date 04.04.2025

Data Sheet

1.	Publishing Date	:	04.04.2025	11:30 Hrs
2.	Eol Document Download/ Start Date	:	04.04.2025	18:00 Hrs
3.	Clarification Start Date	:	04.04.2025	13:00 Hrs
4.	Clarification End Date	:	11.04.2025	13:00 Hrs
5.	Eol Submission Start Date	:	04.04.2025	17:00 Hrs
6.	Eol Submission End Date	:	15.04.2025	15:00 Hrs
7.	Eol Opening Date	:	16.04.2025	15:00 Hrs
8.	Eol document Availability	:	https://etenders.gov.in , https://epi.gov.in	
9.	Cost of Eol document	:	Rs.5,900/- (including GST)	
10.	Mode of Submission	:	Online through portal	

- I. AGM BDD for and on behalf of, ENGINEERING PROJECTS (INDIA) LTD, Core-3, Scope Complex, NEW DELHI-110003, invites online EOI for associating with EPIL as Associate /JV / Consortium , on prescribed forms for participation in upcoming Infrastructure tenders. The Applicant is advised to examine carefully all instructions including addendum / corrigendum(s), condition of contract data, forms, terms, technical specifications, other requirement etc. as per the Eol document.
- II. **Accessing/ Purchasing of EOI Documents**
- a) Website <https://etenders.gov.in/eprocure/app>, <https://epi.gov.in> may be referred for detailed terms and conditions of the Eol documents, which is available online. Amendments / Corrigendum / Addendum, if any would be hosted on the website only.
- b) Help for Contractors, FAQ, Information about DSC and Bidders Manual Kit containing the detailed guidelines for e-Procurement system are also available on Central Public Procurement Portal.
- c) It is mandatory for all the applicants to have class-III Digital Signature Certificate (in the name of person having power of attorney to sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-Procurement of EPIL.
- d) It is mandatory for the applicants to get their firm /company registered with e-procurement portal <https://etenders.gov.in>, <https://epi.gov.in> to have user ID & password.
- III. **Instructions to Applicants for Online Eol Submission on the e-Procurement portal** <https://etenders.gov.in>, <https://epi.gov.in>: Applicants may download and refer the instructions for Online bid submission from (<https://etenders.gov.in/eprocure/app>).



IV. Pre-bid meeting: Not Applicable

V. The EOI document shall be digitally signed by the Authorized Signatory of the Applicant & Submitted online only. The authorized signatory must be in Possession of Power of Attorney before submitting the digitally signed EOI. Scanned copies of various documents can be prepared in different file format (PDF, JPEG).

VI. All queries, if any, in connection with this EOI shall be sent to following officials (in word format) to following nominated person by email as per above mentioned dates:

Mr. Prashant Bajpai, AGM (Business Development Division) at official number 011-24361965, Extn: 2432, +91-9082046140, email bdd@epi.gov.in

Website <https://etenders.gov.in>, <https://epi.gov.in> may be referred for detailed terms and conditions of the bidding documents, which is available on line. Amendments / Corrigendum / Addendum, if any would be hosted on the website only.



I. PREAMBLE

ENGINEERING PROJECTS (INDIA) LTD (EPIL), a government company incorporated in 1970 as A Government of India Enterprise under the administrative control of Ministry of Heavy Industries. Since then, EPI has admirably performed its assigned roles as the country's leading Prime Contracting Company and has left its imprint not only in India but in the overseas market as well where its past operation spread over a decade in the wake of oil boom in the Middle East. EPI successfully executed 33 odd projects valued over US\$ 1050.204 million in Iraq, Kuwait, Saudi Arabia, UAE, Yugoslavia, Maldives, Bhutan, Thailand and Oman.

EPI has executed over 650 multi-disciplinary projects in India valuing over Rs. 142025.620 million. Through the execution of these projects, EPI has in its own way contributed immensely in the development of the Nation and there is hardly any state in India where EPI's pronounced presence is not visible. EPI has the rare distinction of having worked for almost all Power Sectors and Steel Plants in India in Public Sector as well as in Private Sector. EPI's contribution in project execution for various sectors is also quite substantial.

EPI is proud to be one of the first few companies to have been awarded integrated certification for its Quality Management System, Environment Management System and Occupational Health and Safety Management System i.e. ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 for all its areas of operations. EPI is one of the first few companies to have been awarded ISO/IEC 27001:2013 for Information Security Management System and is a "Mini Ratna" Company.

EPIL EOI Fees:-

Sr.No.	EOI Fee
1	Rs.5900/- (including GST)

The Details of EPI Bank Account for submission of Tender Fee:

- a) Name of Beneficiary : Engineering Projects (India) Ltd.
b) Account No. : 200001601125
c) Name of Bank : IndusInd Bank, M-56, Greater Kailash – II, (Main Market), New Delhi – 110048
IFSC Code : INDB00000012

II. OBJECTIVE OF EOI

EPIL wishes to expand aggressively its market share in development & construction of Civil Infrastructure Projects in order to fulfill its objective of multifold growth in its turn over & profitability.

- a) For achieving this goal EPIL is inviting an EOI, EPIL intends **to associate with suitable agency as Associate /JV / Consortium** to participate in bidding & execute project jointly.
- b) The submitted technical details by the Applicants as per eligibility criteria shall be evaluated by EPIL. Thereafter EPIL will shortlist the suitable Applicant for further Tender Process and requirements.

III. INSTRUCTIONS

Instructions for submission of the expression of interest are enclosed at **Annex-I** and guidelines for the preparation for the expression of interest is enclosed at Annex-II. Interested Companies



should fill up the enclosed forms and submit together with a Covering Letter online at CPP portal <https://etenders.gov.in/eprocure/app> not later than EOI due date.

IV. ELIGIBILITY AND QUALIFICATION CRITERIA

Detailed Essential Qualification Criteria is attached herewith this EOI document as **Annexure-A**.

Applicants are advised to go through the requirements mentioned in the EQC document & submit their proposal accordingly.

V. VALIDITY OF Application

Validity of Application shall be 180 (one hundred eighty) days from the date of opening of price bid by the Principal Client or for a further period if mutually accepted. EPI reserves the right to ask for the extension of validity if any.

VI. AMENDMENT OF EOI DOCUMENT

EPIL may issue addendum(s)/ corrigendum(s) to the EOI documents. In such case, the addendum(s)/ corrigendum(s) shall be issued at any time before closing time of EOI. The firms who have received the EOI documents must check website time to time <https://etenders.gov.in>, <https://epi.gov.in> and ensure that such addendum(s)/ corrigendum(s) (if any) also have been received by them. This shall be the responsibility of the prospective registered applicant to check for any such addendum(s)/ corrigendum(s) at the time of closing time of EOI and ensure that the application submitted by them are in accordance with all the addendum(s)/ corrigendum(s).

VII. EVALUATION CRITERIA AND METHOD OF EVALUATION

Evaluation shall be carried out strictly as per eligibility conditions mentioned and based on verification of testimonials submitted. Applications received without testimonials might not be considered. Decision of EPIL in this regard shall be final & binding.

The EOI is issued with no commitment. EPIL reserves the right to withdraw this EOI at any time and or vary and part thereof at any stage. EPIL further reserves the right to disqualify any application, should it be so necessary at any stage.

VIII. TERMS AND CONDITIONS

1. Information provided at this stage is indicative and EPIL reserves the right to amend/add further details in the EOI document. Applicants shall go through all documents enclosed with this EOI.
2. EPIL reserves the right to accept or reject any or all application (s) without assigning any reasons whatsoever EPIL's decision in this regard shall be binding and final.
3. If any of the information, furnished by the applicant, is found incorrect at a later stage, they shall be liable to be barred from participating in current and subsequent opportunities with EPIL. EPIL reserves the right to verify the particulars furnished by the applicant independently.



4. The applicants after submitting the response to this EOI, agrees with EPIL for honoring all aspects of fair-trade practices.
5. The applicants shall bear all costs associated with the preparation and submission of the response to this EOI.
6. Applicant selected shall be notified through their registered emails.
7. Unless otherwise specified anywhere in the document, all technical specifications for work execution shall be as per latest relevant Specifications, Client specifications and Good Industry Practice.



ANNEXURE - I

INSTRUCTIONS FOR SUBMISSION OF EXPRESSION OF INTEREST STATEMENT

1. Expression of Interest proposal must be submitted together with a covering Letter online at CPP portal <https://etenders.gov.in> not later than EOI due date.

GUIDELINES FOR PREPARATION OF EXPRESSION OF INTEREST

1. Expression of Interest is to be filled up in the enclosed forms in single copy.
2. Complete name of firm, date of establishment & type of organization whether individual, proprietorship, partnership, private limited company, limited company etc. be filled up in Proforma-I also indicating name of affiliate firms, their years of establishment, countries of origin and type of organization.
3. Exact and complete office address, business address, telephone number, Fax, number, E-mail and cable address.
4. If present firm is the successor to or outgrowth of one or more predecessor firms, fresh name(s) of former entity (ties) and the year(s) of their original establishment.
5. The EOI is to be submitted by submitting duly filled up forms prescribed below:
 - a) Details of Applicants as per Proforma I.
 - b) Affidavit as per Proforma II
 - c) Power of Attorney (General)
 - d) Memorandum and Article of Association of the applicant.
 - e) Duly filled up forms/details as per EQC document attached herewith:

EQC requirement attached as Annexure - A



PROFORMA- I (APPLICANT DETAILS/ COMPANY PROFILE)

1	Full name of the firm (as per registration).	
2	Date and Year of establishment & type of organization whether individual/ proprietorship/ partnership/ private limited company/ limited company also indicating name of affiliate firms, their years of establishment, countries of origin and type of organization.	
3.	Registered Head Office & Postal Address Telephone Nos., email id, Fax No etc.	
4.	Name of Contact Person, Designation, Phone no & emailid	
5.	Constitution of firm (give full details including names of Directors/ Partners/ Executives etc.) Attach Memorandum and Articles of the Association, Certificate of Registration & Proof of Address, Copy of Power of Attorney.	
6.	Particulars of Registration with Government / Semi-Govt. Organization/Public Sector/ Undertaking & Local Bodies/PAN No/TAN No/GST etc. if any	



PROFORMA-II - (AFFIDAVIT)

(On non-judicial stamp paper of Rs. 100/- duly notarized)

I/we, the undersigned, do hereby solemnly affirm and declare that-

1. Neither our firm nor any of the members/ partners in any form/manner as an individual or the constituent partner in case of partnership firm/JV/MOU have been declared non-performer by Central/ State Government Department in India including authority controlled by them during the last two years prior to the date of EOI submission.
2. As on date our EOI submission, neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm/JV/MOU are debarred for tendering, blacklisted, suspended in Central/ State Government Department in India including authority controlled by them.
3. As on date of our EOI submission, neither our firm nor any of the members/ partners in any form/manner as an individual or the constituent partner in case of partnership firm/JV/MOU are in Corporate Insolvency Resolution Process (CIRP)/ liquidation/ Winding up/ CDR/ SDR/ S4A/ Flexible Structuring or any other restructuring scheme due to financial stress and have not been in default on any debt obligations on the EOI due date.
4. No contract agreement between EPIL or its subsidiaries and either our firm or any of the members/ partners in any form/manner as an individual or the constituent partner in case of partnership firm/JV/MOU have been terminated during the last two years prior to the date of our EOI submission.
5. We have no objection to EPIL requesting to any bank, person, firm or body and any such agency furnishing pertinent information as deemed necessary or to verify this statement or regarding our competence and general reputation.
6. We understand that further qualifying information may be requested by EPIL and we agree to furnish any such information at the request of EPIL within the prescribed time.
7. We bind ourselves with all the stipulations of the EOI Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agree to augment any resources, if found necessary for timely completion of the project, as desired by the EPIL.
8. **Certification on submitted/ Attached Documents/ Credentials:**

That the facts stated and documents enclosed by us in the EOI Application are true and correct and we have not concealed/ suppressed any facts/ record/ documents and/ or misrepresented the facts/ record/ documents.

I/ We further declare and certify that I/ We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

I/ We also understand that my/ our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/ us.

I/ We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.

I/ We understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/ false or incorrect or any suppression of information and misrepresentation is noticed at any time during process for evaluation of tenders, it shall



lead to forfeiture of the tender EMD besides disqualification for future tenders of EPIL & its subsidiaries for a period of two years. Further, I/ We (insert name of the tenderer) ** and all my/ our constituents understand that my/ our offer shall be summarily rejected.

I/ We also understand that if the certificates submitted by us are found to be false/ forged or incorrect or any suppression of information and misrepresentation is noticed at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/ SD and Performance Guarantee besides any other action provided in the contract including disqualification for future tenders of EPIL & its subsidiaries for a period of two years.

9. We have read and understood all the provisions included in the Integrity Pact and undertake to abide by them, if applicable.
10. We have read and understood all the provisions included in the EOI documents and undertake to abide by them.

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration with the Competent Authority shall be attached.]

Model Certificate for Tenders for Works involving possibility of sub-contracting

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration with the Competent Authority shall be attached.]

- 11 The information furnished by us is true and correct and we understand the consequences, in case, any of the information furnished is not found to be true/ correct and /or any suppression/ concealment of facts/ record or misrepresentation of facts/ record is noticed.

(Signed by the Authorized Representative of the Firm)

Name of the Authorized Representative
Name of the Firm
Dated:



Annexure - A - EQC Requirements

Eligibility Qualification Requirement:

A. Work Experience:-

1. Applicant should have experience in its own name for successful completion of similar work in last 7 years from the date of this EOI in India/overseas as per following:

Three similar works each costing not less than Rs. 160 Crores

Or

Two similar works each costing not less than Rs.240 Crores

Or

One similar works costing not less than Rs.320 Crores

Similar work means execution of infrastructure works like Roads/ Drains/ Buildings/ MEP works/ water supply system/ sewerage system incl. STP. Completion Certificates of completed works to be submitted as evidence for the same.

A work will be considered as substantially completed if minimum 90% of the contract value has been completed for which certificate from the client will be submitted.

2. The bidder should not have incurred any loss in any year during available last three consecutive balance sheets as per the Auditor's report date.

Average Annual Turnover of the Applicant during last three (03) years i.e., 2021-22, 2022-23 and 2023-24 shall not be less than Rs.400 Crore.

3. The bidder should have a net-worth of minimum 100 Cr.



PRE-BID JV PARTNER/ CONSORTIUM MOU

WHEREAS Engineering Projects (India) Ltd. (EPI) is a premier construction company of Govt. of India, having its registered office at Core –3, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003, India (hereinafter called "EPI" which expression shall unless repugnant to the context include its successors and assigns).

WHEREAS **Magadha University** (Here in after referred to as "Client"), will invite tenders for “**Infrastructure Works in Magadha University**” (hereinafter referred to as ‘Project’).

WHEREAS EPI wishes select a JV Partner/ Consortium to participate in the above-mentioned projects.

WHEREAS _____ with their registered office _____ (herein after called "_____") which expression shall unless repugnant to the context include its successors and assigns) agreed to participate in the upcoming tenders for “**Infrastructure Works in Magadha University**” (herein after referred to as “Works” as spelt out in Clause No. 2.0 and Clause 5.0 of this MOU) of the above Projects as JV Partner/ Consortium of EPI.

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

WHEREAS both the Parties intend to synergize their efforts by pooling their expertise and resources for taking up various projects related to infrastructure works in Civil Infrastructure Sector in India & Overseas to further strengthen their business interests, hereinafter referred to as ‘Projects’.

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.
2. The Projects could be identified by either of the parties and they could approach each other for exclusive co-operation.
3. The co-operation for execution of agreed and identified projects shall be based on mutual benefit of the parties.
4. In case any tender identified by both parties, prior to bidding/submission of offer for a particular accepted agreed project, the parties with mutual consent shall enter into “Pre-bidding Agreement” detailing each party’s obligations and responsibilities for execution of the project, including allocation of scope of work in the project and the parties’ respective obligations in the related bidding costs and expenses. On award of work by client a Detailed Contract Agreement shall be signed between EPI & Second party which will supersede the above Pre-bidding agreement.
5. This MOU does not limit both parties from collaborating or entering into agreements with any other party for any other project in the similar fields, other than the identified project in that particular state for which they are jointly bidding or have entered into a Pre-bidding Agreement. However party can identify and inform other party about new project in any state for joint bidding.
6. In such projects where the parties shall jointly qualify to bid and enter into a Pre-bidding Agreement, Parties shall not participate individually either directly or indirectly and /or through any joint venture / consortium etc. entered into with any other company / organization / proprietor / individual constituted for that particular Notice Inviting Tender (NIT).



7. None of the Parties shall make or enter into any contract or commitment on behalf of the other party without its express consent in writing.
8. Each party shall bear its own cost as per the division of scope of work between the parties as determined at the time of bidding, on case-to-case basis. In case of non-award of project to the parties by client, due to any reason whatsoever, the parties shall have no claim on each other.
9. Both parties are committed to conduct their business, free from unlawful, unethical or fraudulent activity and in full compliance with the existing laws of land.

BROAD TERMS & CONDITIONS IN CASE CONSORTIUM / ASSOCIATION BETWEEN THE PARTIES

- i. _____ shall submit prescribed Tender Fee and full amount of bid security as per tender requirement at the time of bidding by JV/ Consortium to client and total project performance bank guarantee and any other bank guarantee and obtain insurances as per client's tender conditions to JV/ Consortium wherever required for package for which BID is applied by _____. No interest shall be borne/ paid by EPI for the same. _____ has to submit the undertaking for the same along with this MOU.
- ii. None of the parties shall make or enter into any contract or commitment on behalf of other party without its express consent in writing.
- iii. As JV Partner/ Consortium, _____ shall be the point of contact by Client for the purposes of the Project.

EPI shall issue Authorization letter to the Authorized Representative of _____ to deal all the matters related to this Contract / MOU.

iv. Taxes and Duties :

All kind of Taxes, Duties like GST (as applicable as on date and during commencement of contract), Cess, Levies, Royalties, custom duties (if applicable) and other expenses etc. for the "Works" shall be borne by the JV/ Consortium _____, The payment of GST applicable on the total Contract value of JV/ Consortium with Client shall be the responsibility of JV Partner/ Consortium _____.

- v. On award of work by Client, EPI may award the scope of work of its part in JV/ Consortium to _____ fully as per mutually agreed fixed fee that shall be mutually discussed at the Financial Bid Stage for value of work based on terms and conditions of client's tender or as mutually agreed between the parties. EPI shall be Lead Partner and Proportionate share of work shall _____% of EPIL and _____% of Second Partner.
- vi. In case project financing is required at any stage of the project, _____ shall engage financial partner as per the requirement of project. All liabilities of the financial partner shall be in the scope of selected second partner.
- vii. The proposal offered by _____ to EPI shall deem to include all charges, all direct and indirect cost of works, materials, labour, plant & equipment, all taxes, duties, GST, levies, royalties, etc., all transportation charges including e-way bill charges & cartage of issue material, electricity and water charges and for all expenses such as site offices expenses, labor camp, bank guarantee charges, insurance charges, EPF/ CPF/ Statutory contributions, preparation of all required design & detailed



engineering and all required drawings etc., facilities and other expenses whatsoever, incurred on execution, completion and maintenance of the “Works” as per ‘Tender Documents’ and their own overheads and profit etc. _____ shall comply with all the requirements laid down as per ‘Tender Documents’ and shall un-conditionally abide by its proposal at pre-tender stage for execution of “Works” as per terms, conditions, specifications, drawings, documents etc. given in the ‘Tender Documents’ for the completion, handing over, maintenance period etc. for the project. All men, materials, machinery, tools and plants, infra-structure, resources etc., as required for execution of “Works” shall be provided and arranged by _____.

- viii.** Insurance charges for insurance to be taken by JV/ Consortium for the project as per contract with Client shall be borne by _____. _____ shall take insurance cover at its own cost towards Workman Compensation Act for its own workers, employees and for the Plant & Equipment deployed _____ at the project site and shall furnish documentary proof of the same to EPI. _____ shall assist EPI in follow up with insurance company in case of any claim related to total scope of work. EPI is not liable to pay any claim of the _____ if it is not paid by insurance company due to any reasons whatsoever.
- ix.** _____ shall provide and maintain facilities (furnished office & one vehicle for site for EPI staff) for exclusive use of EPI which shall be provided until completion of DLP. These facilities and vehicles shall be the property of the _____ at the end of the contract.
- x.** The initial validity period of proposal of _____ shall be one month more than the validity period of JV/ Consortium’s submission to Client. The validity period of their offer shall be extended by _____ as and when desired by Client.
- xi.** Each party shall bear its own expenses for preparation and submission of bid. In case of non-award of the project to JV/ Consortium by Client due to any reason, _____ shall have no claim whatsoever on EPI.
- xii.** All the cost of travel, lodging, boarding etc. towards visits by Client, their Consultant etc. to _____ the manufacturing units/works for the inspection of materials, equipment etc. under the scope of work shall be borne by _____, if applicable under the contract between JV/ Consortium and Client / Employer.
- xiii.** Payments:
- The Payment shall be received from Client/Employer in the designated Escrow Bank Account which shall be opened specifically for this Project and Payment shall be transferred to _____ automatically with the standing instructions after the deduction of the EPI Fee as agreed above for all the payment received from the Client/Employer, after 10 working days. The necessary approval from existing banker of EPI is to be ensured for opening the Escrow Account by EPI.
- xiv.** _____ shall be fully responsible to complete the “Works” in workmen like manner to the satisfaction of Client and EPI by maintaining high standard of quality and precision as per ‘Tender documents’, Agreements, Terms & Conditions, Specifications, Drawings etc., within contractual completion period and within their quoted rates/amount. In case Client reduces or increases scope of work of this tender, the same shall be binding on behalf of JV/ Consortium on _____ and _____



has to execute the same.

- xv.** _____ shall be responsible for timely completion of the “Works” within the contractual completion period. Total Liquidated Damages/Compensation for delay, if any imposed/deducted from JV/ Consortium bills by Client shall be recovered from JV/ Consortium bills or other dues.
- xvi.** In case the project execution is delayed beyond the contractual scheduled completion period due to reasons attributable to _____, the staff and site office expenses of EPI for extended period shall be paid by JV/ Consortium to EPI.
- xvii.** _____ shall be responsible for obtaining all approvals from Client with regard to quality of materials & workmanship and measurements etc. for their portion of work. All such approvals shall be in the name and title of JV/ Consortium. _____ shall be responsible for reconciliation of issue material with Client, if any. Any shortfall in issue materials shall be made good / recovered from _____ as per terms of JV/ Consortium’s contract with the Client.
- xviii.** _____ shall not assign or transfer its interest specified in this MOU to any other party without the prior written consent of EPI and vice-versa.
- xix.** If desired by EPI, _____ shall be available/ associate with EPI in meetings/ negotiations with EPI/ Client. _____ shall furnish all information and clarifications as and when required by EPI/ Client. _____ shall abide by any modifications/ changes etc. in tender prices, terms & conditions for the work, agreed by it during negotiations with Client/EPI. Each party shall bear its own expenses for these purposes.
- xx.** _____ shall deploy sufficient plant & equipment of the required capacity and in good working condition for completion of the works in stipulated time with required quality. The equipment should either be owned by _____ or hired/leased. The deployment of equipment by _____ shall be as decided by _____ and the same shall not be less than the minimum deployment stipulated by the Client, if any, for execution of “Works” and as per schedule agreed with Client. _____ shall make arrangement for regular maintenance including preventive and breakdown maintenance and maintain stock of essential spares at site/near to site so as to ensure minimum breakdown time of equipment. The equipment once brought to site shall not be allowed to be removed without the consent of EPI. In case _____ fails to deploy sufficient equipment to the satisfaction of EPI or in case of prolonged breakdown of equipment, EPI at its sole discretion shall arrange the required equipment and debit all the related costs including ten percent overheads of EPI and shall recover the same from the due payments of PARTY, including from its bank guarantees available with EPI.
- xxi.** On award of work by Client, the followings documents shall become part of detailed contract agreement between EPI and selected applicant/associate and in case of any ambiguity the order of precedence shall be as under:
- i. Agreement between EPI/Consortium and Client
 - ii. Client’s tender document and/or EPI/Consortium offer submitted to Client.
 - iii. Detailed Contract Agreement to be signed between EPI & second party.
 - iv. EPI’s General Conditions of Contract (GCC) with latest amendment thereof.

xxii. The terms are Summarized as:-

A. Division of Work:-

i. Pre Tender and agreement stage:-

- As specified in MOU, on award of work by Client, EPI may award the entire scope of work (if no condition is mentioned Client JV Bid Conditions) to JV Partner(s) fully as per mutually agreed fixed fee of EPI plus applicable GST/Taxation which will be cleared from Gross certified Bills/Gross Payments.
- Required tender Fees, Bid Security, EMD's, PBGs or any other Security/ expenditure etc as required for the entire Project will be borne/paid/arranged by the JV Partner(s). EPI will not be bear for any type of expenditure as mentioned above. If the tender requirements mandate the submission of such securities by the EPI as lead partner, the JV partner(s) will provide all bank guarantee/securities, Expenditures as applicable If required in this regard.
- EPI will play the role of Project coordination, monitor and liaison as lead partner with the client along with JV Partner(s) and as per mutually agreed EPI will charge fixed fee of EPI of% plus applicable GST. As Lead partner, EPI shall designate project team and also authorized JV partner(s) to deal with the tender, sign the agreement, enter into contract and to conduct all business before/after award of work and during contract execution in respect of the work on behalf of JV.
- In case at all, client contracts required execution of work by both JV partner(s) in the percentage as define in client contract. In such cases, the EPI portion of work will also be executed by other JV partner(s), EPI will charge a fix margin of% plus applicable GST on this fee on EPI portion of work & for balance of JV partner(s) work, EPI will charge @% plus applicable GST on this fee for project coordination, monitoring and liaison for the client along with JV Partner(s).

ii. Post Award JV Procedure:-

- GST and PAN number shall be taken in the name of JV (unincorporated) by JV partner(s) as & when required at the expense of JV as association.
- Execution of EPI entire work through the JV Partner(s) may be done with bearing entire liabilities by the JV partner(s) of EPI.
- In case JV partner(s) executing entire work, The Consultant to be deployed (architect/consultant) will be appointed by JV Partner in consultation & approval from EPI and it's fees is to be paid by the JV partner(s) periodically after joint certification of their bill.
- The financial arrangement will be done by the JV Partner(s) to maintain the Cash Flow for Smooth & timely Execution of Work. Required Insurances, expenditure on all statutory compliances and any financial arrangements required as per client tender condition.
- The JV partner(s) will handle the procurement of materials, payments to labour/manpower, suppliers, and other project-related expenses through the joint account of the JV, ensuring proper financial management with transparency through Escrow account.
- The JV Partner (s) shall maintain the required progress of work to be completed well in time as mentioned in bid documents.
- All the statutory or Central/State/ Municipal/other Government department's compliances shall be the sole responsibility of JV partner (s).
- All Receipts in the form of seed money required initially or during the course of construction to maintain the cash Flow for timely and successful completion of work shall be contributed & deposited in the Separate Specific Project Escrow account by the JV partner(s). The Escrow account will be applicable to avail any advance from client to execution of the project.

- The JV will strictly comply with the subcontracting provisions if appear in the NIT tender document of Client. In the view of sub contacting limitations from client and to comply the same, the material procurement will be done through JV account only.
- EPI as the lead member will execute the work through JV for adherence of subcontracting tender condition and in any case subcontracting will be executed through JV only.
- IDEMNIFICATION: The JV Partner (s) will agree to defend, hold harmless and indemnify EPI from any cost, claims, expenses incurred or imposed on JV as a result of or in connection with JV partner (s) failure, loss, or damages of any type, damage of property of the third party or by the third party or any other related issue (s) including attorney fees to the extent that they arises from the breach of the MOU, default in maintaining strict Confidentiality and/or wilful misconduct or negligence.
- This MOU/JV will survive if there is subsequent change in composition or structure of EPI from PSU to any other category due to any disinvestment process or any other GOI instructions/guidelines/directions issued after signing of JV/MOU etc.

iii. After completion of project:-

- Any Liquidated Damages (LD) or penalties imposed by the client for delays as per terms of the Contract Agreement, performance issues, or non-compliance with contractual obligations or by any statutory/Local Bodies/Department will be the responsibility of the JV partner(s). EPI will not be liable for any penalties arising from the project execution, as the JV partner(s) will be handling the execution. Any recovery imposed by any of CVC/CAG agencies shall be paid by the JV partner(s) along with reply for query (s) if raised.
- The JV Partner(s) shall be responsible for all works/issues/Expenditures related with Defect Liability Period or extended period.

If the dispute arises in EPI & Client agreement, all the documentation viz Preparation of Claims etc shall be prepared by the JV Partner(s) duly vetted by Lead Partner before submission. All the expenditure towards contesting the case before court/Arbitral Tribunal or any other authority shall be borne by the JV partner(s). Further, if decision is against JV then such amount awarded in favour of the other party shall be borne by JV partner(s). These include all expenses towards court's fee, advocates fee, Arbitral fees or any other fees etc.

xxiii. CONFIDENTIALITY

The Parties acknowledge that the existence and the terms of this MOU and any oral or written information exchanged between the Parties in connection with the preparation and performance of this MOU are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any such relevant confidential information to any third parties, except for the information that (with a written notice to other party): (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this MOU. This Section shall survive the termination of this Agreement for any reason.



10. COMMENCEMENT, DURATION, MODIFICATION AND TERMINATION OF MOU

- i. This MOU shall be valid for a period of 2 (Two) years commencing from the date of execution of MOU (first above written) and can be further extended by mutual consent of the parties in writing.
- ii. The modification/addition / deletion of the clauses of the MoU can be done with the consent of both the parties, only in writing.
- iii. 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.
- iv. If any of the Parties commits breach of terms of this agreement or is 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.

11. GOVERNING LAW AND DISPUTE RESOLUTION

This bidding agreement shall be governed under Indian Laws.

Any dispute, controversy or claim arising out of or relating to this agreement shall be first resolved amicably by mutual discussions within 90 days of from the date of receipt of notice of dispute by the party. If the Parties are unable to amicably resolve the dispute within a reasonable period, then the dispute may be referred to Arbitration by either party. Such arbitration would be presided over by a Sole Arbitrator appointed with mutual consent of the parties.

The Arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996 (as amended by amending acts of 2015, 2019, 2021 and any past or future amendment from time to time). The language of the Arbitration shall be English and the Seat of the Arbitration shall be Delhi. The award of the sole Arbitrator shall be final and binding upon the parties."

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

12. JURIDICITION

The Courts of Delhi only shall have the jurisdiction to entertain any matter or dispute on account of any action arising out of this MOU.

13. INDEMNIFICATION

Each party will agree to defend, hold harmless, and indemnify the other from any cost, claims, expenses incurred by or imposed upon the other party as a result of or in connection with Party's failure, loss, or damages of any type, including attorney fees, to the extent that they arise from the breach of the MOU, and default in maintaining strict confidentiality (Clause 11 of MOU) and/or willful misconduct or negligence.



The parties waive their rights of recourse to another regarding damages to property caused by third party.

14. The language of the MOU and of any correspondence between the Parties shall be English.

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

For and on behalf of

For and on behalf of

Engineering Projects (India) Ltd.

Name :
Position :

Name :
Position :

Witnesses:

1.

2.