



**ENGINEERING PROJECTS (INDIA) LTD, CO, NEW DELHI
(BDD & ENGINEERING DIVISION)**

EPI/CO/BDD/EOI/006

Date: 07.04.2025

Sub .: *Expression Of Interest (EOI) Invited For Pre Tender Tie Up For Selection Of JV From Experienced Agencies For Various Infrastructure Works In Magadh University- Regarding Amendment in tender conditions.*

Ref.:- *EOI No. EPI/CO/BDD/EOI/006 Dated 04.04.2025.*

Corrigendum No.1

MOU for Pre-tender tie-up is uploaded in addition to the existing JV- MOU

All other terms & conditions of the EOI shall remain unchanged.

The above shall form the part of EOI documents.

AGM (BDD & Engineering)

PRE-TENDER ASSOCIATION

PRE-TENDER TIE-UP MEMORANDUM OF UNDERSTANDING (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 Infrastructure Works in Magadha University will be in line as per Magadha University's Tender Notification.

WHEREAS EPI wishes to participate in the above-mentioned projects as main contractor.

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 tenders for “_____” (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 Sub-contractor of EPI.

WHEREAS EPI and _____ are hereinafter referred to collectively as “Parties”.

AND WHEREAS EPI now agrees to associate _____ as its Sub-contractor for execution of the above-mentioned “Works”.

NOW THEREFORE, it is hereby agreed by and between EPI and _____ to associate for the above “Works” on the following terms and conditions:

1.0 EPI shall act as main contractor and _____ shall be Sub-contractor of EPI for execution of "Works" as spelt out in Clause No. 2.0 and Clause 5.0 of this MOU.

1.1 _____ has submitted its offer to EPI for execution and completion of above- mentioned “Works” as per “Pre Tender Tie Up” by EPI. _____ shall not participate individually either directly or indirectly and/or through and JV/ Consortium etc. entered into with any other company/organization/ proprietor/individual constituted for that particular NIT and shall quote its rates to EPI only and not any other party participating/ pre-qualified for the project directly or indirectly through its subsidiary, partnership, ownership, individual firm etc.

1.2 The amount/ rates quoted by _____ to EPI for the “Works” at pre-tender stage are enclosed at Price Bid Format (Annexure-I) of this MOU. EPI shall submit its tender to Client on the basis of amount/rates quoted by _____ to EPI after adding EPI's markup towards its expenses, overheads and profit margin, which shall be solely decided by EPI. In case it is required to offer any reduction in the prices to Client or to change the terms

and conditions; the same shall be done after mutual consultations Between EPI and _____.

1.3 In the event of award of project to EPI by Client, EPI shall associate _____ for execution and completion of “Works”.

2.0 Scope of Work:

The Scope of Work of the Sub-Contractor shall be as per tender for “_____” (herein after referred to as “Works”) as per Technical specifications, Designs, Drawings, BOQ, Instructions and Terms and Conditions given in Tender Documents of the Client/Client’s consultant and its amendments/clarifications etc. received from Client from time to time.

3.0 Commencement and Completion of Project:

The Contractual Completion Period shall be _____ Months.

The date of commencement shall be reckoned as per EPI’s contract with Client.

- (i) Commencement and completion date: The respective dates, valid for EPI (as mentioned in the Project Implementation Unit, Health & Family Welfare Department, Gandhinagar tender document enclosed herewith) will also be binding on the agency.
- (ii) Variation: In case EPI has to negatively adjust the rates for variation as per terms of the contract, the same will be applicable to the agency, irrespective of whatever may be variation of th work under the scope of the agency.
- (iii) Maintenance: The agency will be bound to follow this provision as per Project Implementation Unit, Health & Family Welfare Department, Gandhinagar tender for the work. It is once again clearly stated that the agency, willing to tie-up, must agree to share any risk and responsibility (whether specifically mentioned in this document or not) of EPI, whomsoever being the reasons are attributable in mutatis mutandis basis manner.
- (iv) All other terms and conditions are as per terms and conditions of NIT tender documents of client.

4.0 _____ confirms that they have read and understood and have copies of the ‘Tender Documents’ and have visited the site and their proposal shall be based on the ‘Tender Documents’ and caters to all the works, requirements, etc. thereof.

5.0 _____ has agreed that the tendered scope is tentative and may change after detail investigation, design and final acceptance of the authority during execution of the said Project.

6.0 _____ agrees and undertakes to indemnify and hold harmless EPI against any liability, loss, cost, damages or expenses sustained as a result of breach or default or negligence or improper performance or disturbance caused by itself or by any of its subcontractors, suppliers, or associates in connection with its part of Works as per Contract.

7.0 _____ shall submit prescribed Tender Fee and full amount of bid security as per tender requirement at the time of bidding by EPI to client and total

project performance bank guarantee (as third party bank guarantee) and any other bank guarantee and obtain insurances as per client's tender conditions to EPI 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.

8.0 None of the parties shall make or enter into any contract or commitment on behalf of other party without its express consent in writing.

9.0 EPI 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.

10.0 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" are included in the Sub-Contract price. The payment of GST applicable on the total Contract value of EPI with Client shall be the responsibility of _____ and is included in the Sub-contract price of _____. In case EPI pays any GST on this project, the same shall be recovered as reimbursement from _____ by deducting the same from their bills or other dues and in such cases no certificate in this regard shall be issued by EPI to _____.

11.0 On award of work by Client, EPI may award the scope of work to _____ fully after retaining a fixed margin @ _____% (excluding GST & labor cess) of value of work based on terms and conditions of client's tender or as mutually agreed between parties.

12.0 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 partner.

13.0 The amount/rate quoted in their offer by _____ to EPI includes 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 _____.

14.0 Insurance charges for insurance to be taken by EPI 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 failing which no payments shall be released to _____ against work done. _____ 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.

15.0 _____ 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.

16.0 The initial validity period of offer of _____ shall be one month more than the validity period of EPI's offer to Client. The validity period of their offer shall be extended by _____ as and when desired by EPI.

17.0 Each party shall bear its own expenses for preparation and submission of bid. In case of non-award of the project to EPI by Client due to any reason, _____ shall have no claim whatsoever on EPI.

18.0 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 EPI and Client / Employer.

19.0 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.

20.0 _____ 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 _____ and _____ has to execute the same at the rates paid by the Client less EPI's margin.

21.0 _____ 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 EPI's bills by Client shall be recovered from _____ bills or other dues.

22.0 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 _____ to EPI at the rate

_____ per month maximum of 12 months. This shall be in addition to the facilities provided by the PARTY to EPI and the Liquidated Damages / compensation for delay/Penalties etc. if any, levied by Client. The decision of EPI in this regard shall be final & binding on the party.

23.0 _____ 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 EPI. _____ 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 EPI's contract with the Client.

24.0 _____ shall not assign or transfer its interest specified in this MOU to any other party without the prior written consent of EPI.

25.0 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.

26.0 _____ 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 the PARTY 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.

27.0 **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 MOU for any reason.

- 28.0 _____ shall ensure compliance with all Central, State and Local Laws, Rules, Regulations etc. as applicable or may be applicable during the course of execution, maintenance etc. of the “Works” and shall indemnify EPI against any claim or damages whatsoever on such accounts. _____ shall keep EPI indemnified at all times against infringement of any Patent or Intellectual Property rights.

29.0 Governing Law And Dispute Resolution:

This bidding MOU shall be governed under Indian Laws.

Any dispute, controversy or claim arising out of or relating to this MOU shall be first resolved amicably by mutual discussions.

30.0 Jurisdiction:

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

- 31.0 EPI has agreed to associate _____ on the basis of details regarding experience profile, financial standing, credentials, fulfillment of statutory obligations, etc. of _____ submitted by _____ to EPI. In case, at a later stage even after signing of this MOU it is found that _____ has submitted incorrect, false details and credentials resulting in apprehensions on the capabilities of _____ with regard to quality & timely completion of works, financial capabilities etc, EPI can terminate this MOU solely at its option. In this eventuality _____ shall be liable for the losses suffered by EPI and further _____ shall have no claim on EPI, whatsoever.

- 32.0 By signing this MOU, the Parties acknowledge that it correctly records the understanding the parties have reached with regard to the mutual co-operation in their common interest.

- 33.0 All other terms and conditions shall be as per the Tender documents of Client and the same shall be applicable between EPI and _____ on mutatis mutandis basis. However, if EPI is granted some concession or exempted from certain obligations by Client, by virtue of EPI being a Public Sector Company, the same concessions/ exemptions shall not be applicable to _____. The decision of EPI in this regard including interpretation of terms & conditions shall be final & binding on _____.

34.0 Validity of MOU:

- a) If the EPI is successful to win the contract from Client, this MOU will lead to further Work Order/ Contract Agreement with _____.

- b) The MOU shall expire or become null & void upon happening of the earliest occurrence of any of the following events:
- i) EPI does not become eligible to bid for the project or
 - ii) Having become eligible to bid EPI submits a tender which is unsuccessful or
 - iii) Having been awarded the contract, on completion of the defect liability period of the contract or
 - iv) On the signing of a detailed MOU, by the Parties, setting out there in detailed terms of the said work.
 - v) If any of the Parties commits breach of terms of this MOU 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.

35.0 This 'Pre-Tender Tie-up MOU' is signed in duplicate for retaining one copy each by the "Parties" and both the copies shall be taken as original.

IN WITNESS WHEREOF the "Parties" hereto have set their hands on these presents on the _____ day of _____ 2024 at New Delhi

**ENGINEERING PROJECTS
(INDIA) LTD.**

AUTHORIZED SIGNATORY

AUTHORIZED SIGNATORY

Witnesses:

1.

1.

2.

2.

Disclaimer:

The above given terms and conditions for Pre-Tender Tie-Up MOU are general. EPI shall not be liable for authorized or unauthorized, usage of the presented material and users by using the same expressly agree to indemnify EPI against any and all claims, expenses, damages and liabilities arising out of the materials by such users, including any and all direct, indirect, incidental, special or consequential damages.