

इंजीनियरिंग प्रोजेक्ट्स (इंडिया) लिमिटेड
(भारत सरकार का उद्यम)

EPI/CO/BDD/EOI/007-R

25.04.2025

Expression of Interest for Association with Consultants for Providing Comprehensive Consultancy Services for Dam Safety Assessment and Preparation of Emergency Action Plan (EAP) Including Dam Breach Study & Inundation Mapping, Preparation of Pre/Post-Monsoon Inspection Reports etc. for various upcoming Dams safety works in various states on PAN India basis.

Engineering Projects (India) Limited (EPI) is a Central Public Sector Enterprise functioning under the aegis of Ministry of Heavy Industries & Public Enterprises and one of the premier engineering services organization of India engaged in execution of multi-disciplinary projects on turnkey basis in India & Overseas.

- 1.0 Engineering Projects (India) Ltd. (EPI) invites online open EOI from eligible bidders who fulfill the eligibility criteria for Associate for Providing Comprehensive Consultancy Services for Preparation of Emergency Action Plan (EAP) Including Dam Breach Study & Inundation Mapping, Preparation of Pre/Post-Monsoon Inspection Reports, Dam Safety, Design of Flood Early Warning System, Hydraulic and Hydrological modeling, Setting up of hydrological and hydraulic model and simulations, flood forecasting, Design Flood Reviews of dams, Inflow Forecasting and Hydrology design etc of upcoming dams safety works in various states: However, brief particulars of the Projects are as follows:

Bidding Document No.	EPI/CO/BDD/EOI/007-R
Name of the work	Expression of Interest for Association with Consultants for Providing Comprehensive Consultancy Services for Preparation of Emergency Action Plan (EAP) Including Dam Breach Study & Inundation Mapping, Preparation of Pre/Post-Monsoon Inspection Reports etc .for various Dams safety works in various states on PAN India basis.
Brief Scope of Work	Preparation of Emergency Action Plan (EAP) Including Dam Breach Study & Inundation Mapping, Preparation of Pre/Post-Monsoon Inspection Reports, Dam Safety, Design of Flood Early Warning System, Hydraulic and Hydrological modeling, Setting up of hydrological and hydraulic model and simulations, flood forecasting, Design Flood Reviews of dams, Inflow Forecasting and Hydrology design etc. as per brief of project scope (Annexure-A).
Date & time of opening of Expressions	06.05.2025 at 03.00 PM
Last date & time of submission of expressions bid (on line)	Before and up to 03.00 PM on 05.05.2025
Validity of offer	180 days from initially stipulated last date of submission of Tender as per NIT.

The EOI document can be downloaded from the website CPP portal: www.etenders.gov.in and also referred from www.engineeringprojects.com. The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied and other necessary documents can be seen and downloaded from these website.

The General Conditions:-

- Qualified bidders shall have to sign MOU with EPI as per attached format of this EOI.
- In case of any project of Interest is come to the notice of EPI, the willingness of participation in the project will be taken from all qualified parties (parties having MOU with EPI for such projects)
- The parties who will give confirmation of it's willingness, will be called for other modules/process/pricing for participation of bids/submission of offer to client.

2.0 Minimum Eligibility Criteria:

The interested bidders should meet the following minimum qualifying criteria:

A. Work Experience:

- I) Experience of having provided **Water Resources Engineering & Consultancy services or Dams Design services including hydraulic & structural (Concrete or Embankment) have successfully completed / ongoing similar works during the last 5 years** ending initial stipulated last date of submission of this tender.
- II) The bidder should have experience of **Dams Design services including hydraulic & structural** for at least 2 dams.(Completion Certificates duly supported by Work Order to be submitted).

"Similar work" shall means "Design & Consultancy work for Dam Safety, Emergency Action Plan, Design of Flood Early Warning System, Hydraulic and Hydrological modeling, Setting up of hydrological and hydraulic model and simulations, flood forecasting, Design Flood Reviews of dams, Inflow Forecasting and Hydrology design for minimum Dam height 15 Metre.

Note: If bidder is solely IT/ICT consultancy firm, then they should have existing valid MOU/Associate (Hydrology & structural Associate of Dams and related field) dated before the EOI Release Date with Consultancy firm which having experience of Design & Consultancy work for weirs/barrages/dams as mentioned in similar work definition and the it will be considered for eligibility criteria.

- III) The experience certificate should be issued by office not below the rank of Executive Engineer /Project Manager / Unit Head.
- IV) In case the bidder has associates with concerned field, the detailed resume of associates and his/her relevant work experience certificate and MOU/Appointment letter is required to be submitted along with bid.
- V) The experience certificates should be issued by Government Organizations / Semi

Government Organizations / State Government Public Works Department / Central Government / Public Sector Undertakings / Autonomous Bodies / Municipal Bodies / Public Limited Companies listed on BSE / NSE.

VI) Joint-venture/ consortia of firms / companies shall not be allowed and the bidders should meet the above criteria themselves.

B. Financial Strength:

- i. The Average annual financial turnover of last 3 years shall be at least Rs. 3 Crs. The requisite Turn Over shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number along with UDIN to be submitted.*
 - ii. The bidders are required to upload summarized Balance Sheet (Audited) and also page of summarized Profit & Loss Account (Audited) for immediate last three years. Statement of Profit & Loss Duly certified by Chartered Accountant.*
 - iii. Net worth of the bidder should be positive for last financial years ending on F.Y. 31.03.2023 and C.A. certificate has to be submitted for the same.*
- 3.0*** *The intending Tenderer (s) must read the terms and conditions carefully. He should only submit his bid if eligible and in possession of all the documents required.*
- 4.0*** *Information and Instructions for Tenderers posted on website shall form part of bid document.*
- 5.0*** *The intending Tenderer (s) must have valid class-III digital signature to submit the bid.*
- 6.0*** *On opening date, the Consultant can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.*
- 7.0*** *Consultant should upload documents in PDF format.*
- 8.0*** *Notwithstanding anything stated above, EPI reserves the right to assess the capabilities and capacity of the Tenderers to perform the MOU in the overall interest of EPI.*
- 9.0*** *The Tenderer (s) is/are required to submit EOI strictly as per the terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.*
- 10.0*** *EPI reserves the right to reject any or all tenders or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no Tenderer / intending Tenderer shall have any claim arising out of such action.*
- 11.0*** *Applicant shall also submit its company profile and presentation with the EOI. EPI may invite applicant for the presentation, if required.*
- 12.0*** *In case, EPI participate in tender in association with associate & become successful bidder, EPI shall consider for award under its scope of the work awarded by client to the Associate after retaining a fixed margin (excluding GST & labor cess which shall be extra) of EPIL which will be fixed at the time of signing of Agreement of value of work under EPI's scope based on terms and conditions of client's work or as mutually agreed between the parties within 30 days of acceptance of LOI/ Award of work or it will be decided while finalizing the*

Agreement.

13.0 *The bidders are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents uploaded on e-tendering web site(s)/ submitted by the bidders with the bids. The information should be submitted in the prescribed proforma. Bids with Incomplete/Ambiguous information will be rejected:*

The bid submitted shall become invalid, if:

- i) The tenderer is found ineligible.*
- ii) The tenderer does not upload all the documents (including GST registration) as stipulated in the bid document.*
- iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.*
- iv) Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.*

14.0 *The acceptance of any or EOI will rest with EPI who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.*

15.0 *The bidder must not have been blacklisted/ debarred by any Indian Government /Semi-Govt./ PSU Organization or any government organization in India. Undertaking regarding the same on the organization's Letter Head should be submitted by authorized persons.*

16.0 *The bidder shall not be under liquidation, court receivership or similar proceedings. Undertaking regarding the same on the organization's Letter Head should be submitted.*

17.0 *The bidders meeting technical and financial criteria shall upload the proposal complete in all respects online. All required documents are to be enclosed failing which EPI may consider the proposal as incomplete and reserve the right to reject the same without assigning any reason.*

18.0 *The selected bidder shall be required to sign the MoU with EPI along with documents as per project/ tender requirements.*

19.0 ***The Associate shall submit full amount of performance bank guarantee and/or any other bank guarantee and obtain insurances etc. as per Client's requirement conditions to EPI wherever required at later stage for which offer/BID is submitted to EPI and no interest shall be borne by EPI for the same.***

20.0 *EPI reserves the right to accept or reject any or all BIDs or annul this process without assigning any reason and liability whatsoever and to re-invite BID at its sole discretion.*

21.0 *List of Documents to be scanned, uploaded within the period of bid submission.*

22.0 The documents to be submitted by bidder in on:-

S.N O.	Description of the Documents
1	Documents to be signed by the Power of Attorney Holder or the Proprietor (in case the proprietor of the proprietorship company himself is submitting the tender), stamped, scanned and submitted online on portal
2	Experience certificate of works (to be accompanied by TDS certificates in case the experience certificates issued by public limited companies listed on BS/NSE or private party) as per eligibility criteria of EOI.
3	Balance Sheet, Net worth Certificate & profit and loss statement for the latest 05 Financial Years.
4	PAN
5	GST Registration Certificate
6	Registration certificate/ Memorandum and Articles of Association/Partnership Deed/Affidavit, Incorporation Certificate for Proprietor (for Sole Proprietorship Tenderers).
7	All EOI documents duly signed and stamped or digitally signed.
8	All Annexure, formats and other documents required as per EOI duly filled, signed and stamped or digitally signed
9	Experience certificate for Water Resources related engineering consulting services for successfully completed / ongoing similar works during the last 5 years ending initial stipulated last date of submission of this tender.
10	Experience certificate for preparation Emergency Action Plan/ Design Flood Review/Design of Early Warning System/ Innudation Mapping and modeling in India for at least 2 dams
	No documents are to be submitted by bidder in Physical form

NOTE:

All the uploaded documents duly sealed and signed by the Power of Attorney holder should be in readable, printable and legible form failing which the Bids are liable for rejection. The document submitted in the hard copy should be duly page numbered.

23.0 The bidder fulfilling the above requirements and willing to associate with EPI, as associate as per the terms given above & in the MOU may address their formal expression of interest on online submission with all prescribed supporting documents / undertakings mentioned in BID not later than 05.05.2025 up to 03.00 PM to

BID Queries may be submitted to:-

Mr. Prashant Bajpai,
AGM (Business Development Division)
Engineering Projects (India) Limited
4th Floor, Core-3, SCOPE Complex, 7, Lodhi Road, New Delhi – 110003, India
Tel: 011-24361666, Extn: 2414,
Email: bdd@epi.gov.in

1. Scope of Work

The brief scope of work includes:-

- I. Topographic & Bathymetric Survey of the downstream of the dam axis
- II. Conduct structural health assessment which includes the following:
 - Non-Destructive testing of Dam body (Rebound hammer, core cutting and compressive strength determination, corrosion assessment, etc.)
 - Geophysical investigations of Dam and Embankment (ERT, Self-potential, GPR Survey, etc.)
- III. Design Flood Studies
- IV. Hydraulic modelling and flood routing analysis
- V. Flood Routing & Dam Break Modelling/Analysis
- VI. Seismic Hazard Analysis Studies
- VII. Dynamic Analysis of Dam
- VIII. Emergency Action Plan (EAP)
- IX. Preparation of Operation & Maintenance Manual of Dam
- X. Vetting from CWC
- XI. Any other studies required during the preparation of EAP in addition to the above.
- XII. Any other similar item required if any.

All studies shall be carried out as per guidelines issued by the Central Water Commission from time to time.

2.1 Conducting Dam Break Analysis:

The dam break analysis shall be performed for following conditions:

- I. Dam Break Analysis (DBA) in large uncontrolled release to downstream resulting in overtopping the dam leading to failure of the dam.
- II. Dam Break Analysis (DBA) in non-flood failure condition (Structural failure)
- III. Dam Break Analysis (DBA) in large, controlled spillway release due to extremely bad weather conditions.

2.2 Preparation of Inundation Map:

The maps should be prepared for the following cases at the desired scale, according to the dam break studies carried out.

A. For overtopping failure:

- 1) Vicinity map with evacuation plan
- 2) Flood arrival time at different parts of inundation
- 3) Maximum velocity of flow in different areas of inundation
- 4) Maximum depth of flow in different areas of inundation
- 5) Maximum water surface elevation along the flood flow.
- 6) Vulnerability (villages, panchayats, tahsils, blocks, districts etc.)

- B. Procurement of toposheets/detailed contour maps (preferably 1:25000) of the downstream.**
- C. Area likely to be inundated by the dam break flood wave would be required for simulating the spread of water & its depth for various scenarios of dam break flood wave simulation.**
- D. Preparation of river/stream cross section details downstream of the dam for an interval of 250m up to the distance to which the inundation map is required to be generated as per the direction of engineer in charge.**

2.3 Preparation of Emergency Action Plan (EAP)

The Emergency Action Plan should be prepared in accordance with the guidelines of CWC February 2016 available in the web site <http://www.damsafety.in>

2.4 Deliverables and Final Output

For each dam, the output & deliverables will include, but will not be limited to, the following:

1. Inception Report
2. Pre and Post Monsoon Inspection Report / other monthly inspection reports
3. Satellite Images or result of any other type of surveys
4. Topographic Maps on paper, digital support and Digital Terrain Model (DTM)
5. Draft Dam Break Analysis study report,
6. Inundation maps for the various condition specified, or as agreed with Client
7. FINAL Dam Break Analysis Report with all annexes.
8. Soft copy of input & output file of DBA
9. Draft Emergency Action Plan
10. FINAL Emergency Action Plan

An Information Technology (IT) company plays a crucial role in preparing an Emergency Action Plan (EAP) for a Dam Safety Organization and bidder has mainly conduct **Data Management and Analysis, Real-Time Monitoring and Alerts, Simulation and Modelling, Communication Systems, Documentation and Reporting, Integration with Geographic Information Systems (GIS), Training and Drills, Security surveillance.**

The Scope of work summarized in tabulation:-

S. No	Item Description
1	Site visit and inception report
2	Data collection and compilation report including Topography & Bathymetry details
3	Design Flood Study Report
4	Structural Health Assessment Report
5	Flood Routing & Dam Break Analysis Report
6	Seismic Hazard Analysis
7	Dynamic Analysis Report
8	O&M Manual of Dam
9	Emergency Action Plan (EAP) of Dam & Vetting for CWC, New Delhi.
10	Any other similar item required if any.

Methodology

Primarily the proposed work shall consist of following step by step procedure

- 1) Collection and analysis of data related to dam such as Index Map, Longitudinal Section, Cross Sections of Earthen dam, NOF sections, Spillway, auxiliary spillway, Gate discharge rating and Gate operation Schedule, ruling curves, area – elevation – capacity tables, design floods, foundation data of dam, spillway, HR; Geological data of foundation of dam and spillway etc.
- 2) Visualization of dam break scenario for various conditions, based on site condition and historical data related to past flood experienced, past failure incidence etc.
- 3) Development of Digital Elevation Model and Raster map for potentially inundation prone area downstream of the dam and including details of downstream structures such as downstream dams, weirs, barrages (Road/Rail), river training works, Ghats, Fronts etc. and ground verification of DEM with respect to actual GTS connected ground levels.
- 4) Collection of Hydraulic data of downstream structures stated in point:3 above.
- 5) Creating Geometric and Hydraulic data based on the above information and processing the same in appropriate software for generating inundation maps.
- 6) Calibration of such inundation map with respect to historical flood data, wherever available and suitable adjustment in software model for accurate assessment.
- 7) Ground verification of final process for various scenarios narrated above.
- 8) Development of inundation maps for use in Emergency Action Plan. The map should depict
 - i. All Road / Railway and other communication modes of the area
 - ii. All Industrial / Residential / Agriculture Zone of the area
 - iii. Major infrastructure of the area

DEFINITION OF LARGE DAMS FOR INCLUSION UNDER NRLD**As per International Commission on Large Dams (ICOLD) Specification**

- A large dam is classified as one with a minimum height of more than 15 meters from its deepest foundation to the crest.
- A dam between 10 and 15 meters in height from its deepest foundation is also included in the classification of a large dam provided it complies with one of the following conditions:
 - a) length of crest of the dam is not less than 500 meters or
 - b) capacity of the reservoir formed by the dam is not less than one million cubic meters or
 - c) the maximum flood discharge dealt with by the dam is not less than 2000 cubic meters per second or
 - d) the dam has especially difficult foundation problems, or
 - e) the dam is of unusual design

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ENGINEERING PROJECTS (INDIA) LTD., NEW DELHI
AND**

This Memorandum of Understanding (herein after referred to as 'MOU') entered into the _____ day of _____, 2025 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

Ms/ _____, having its registered office, _____ hereinafter referred to as, "The Second Party" (this expression includes its successors, executors and permitted assigns).

The **First Party/EPI** is a Government of India Enterprise providing Consultancy, Design and executing multidisciplinary projects on turnkey basis, and the **Second Party/.....** is an experienced and reputed consultancy agency having business activities in the field of Projects in River, Sea and Dams etc. in India.

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

EPI has invited Expression of Interest for selection of technology associate for Providing Comprehensive Consultancy Services for Preparation of Emergency Action Plan (EAP) Including Dam Breach Study & Inundation Mapping, Preparation of Pre/Post-Monsoon Inspection Reports etc .for various Dams safety works for upcoming DAM works in various states on PAN India basis. vide EOI no. EPI/CO/BDD/EOI/007R dated --.--.2025.

WHEREAS both the Parties intend to synergize their efforts by pooling their expertise and resources for taking up various projects related to Dams safety works 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.

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

- a) EPI shall be the lead member / prime bidder for joint participation in any client's tender depending upon its terms & conditions.
- b) Second Party shall submit 100% Bid Security and Performance Security/ Guarantees to the client in the form and manner as specified in client's tender document/EPI.
- c) Payment terms for each party shall be on back-to-back basis i.e., in line with agreement between consortium/prime bidder and Client for their respective scope of work. However, any benefit given by the client to EPI being a CPSU, the same will not be passed on to the other member.
- d) 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 or/and 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) available on EPI's website i.e. www.epi.gov.in.

A. The scope and responsibility of EPI in this MOU shall generally be as follows:

- i) EPI will be Review & vetting of Design and Drawings submitted by Associate Consultant.
- ii) Independent review of Dam Break Analysis, inundation map, Emergency Action Plan prepared by consultant and will checked and submitted by EPIL for client approvals.
- iii) EPI will supervises the hydrological, topographical survey and check and submit to client.
- iv) Both parties are committed to conduct their business free from unlawful, unethical or fraudulent activity and in full compliance with the existing law of land.

B.

- The Broad Scope of work of Second party will be as per attached Annexure-A.
- However, scope is not limited to Annexure-A and second party shall have to prepare and submission of detailed Design Project reports, estimates, drawings and other related activities and documents as required for approval for scope of work and obtaining necessary approvals from client and statutory bodies wherever required including preparation, submission of models, demos, photographs and other documents required in connection with approval from client and Statutory Bodies wherever required.
- The detailed scope of work will be elaborated at the time of sign off agreement and also it shall be as per scope given by client.
- Carrying out all modifications/ deletions /additions / alteration in design / drawings/documents as required by client and EPI for proper execution of works at site till completion and handing over of the project to the client.
- Periodic supervision of works to ensure adherence on the part of the contractor's execution of work as per detailed drawings and specifications, including sorting out problems and issue of necessary clarification at site including preparation of additional drawings and details for proper execution for work at site.
- Preparation and submission of completion reports, completion drawings and documents for the projects as required and acceptable to client including getting necessary completion certificates, from statutory bodies.

11. 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..

12. COMMENCEMENT, DURATION, MODIFICATION AND TERMINATION OF MOU

- a) 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.
- b) The modification/addition / deletion of the clauses of the MoU can be done with the consent of both the parties, only in writing.
- c) 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.

- d) 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.

13. 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.

14. JURISDICTION

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.

15. 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.

16. 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: