

**Engineering Projects (India) Limited**  
(A Govt. of India Enterprise)

SRO/CON/TH/EOI/009

Date: 07.07.2025

**EXPRESSION OF INTEREST FOR “SELECTION OF ASSOCIATE FROM  
TECHNICALLY QUALIFIED AGENCIES FOR PARTICIPATION IN ITEM RATE  
TENDER”**

**UNDER LARGE-SCALE RESIDENTIAL TOWNSHIP PROJECTS.**

**1.0 INTRODUCTION**

ENGINEERING PROJECTS (INDIA) LTD (EPI), 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.

EPI invites formal **Expression of Interest (EOI)** from eligible, experienced, and competent contractors/agencies to support EPI in participating on item rate tender under **large-scale residential township project**.

**2.0 SCOPE OF WORK:**

The objective of this EOI is to shortlist technically and financially qualified agencies who shall subsequently enter into a **Memorandum of Understanding (MoU)** with EPI. This MoU shall serve as the foundation for collaboration on future item rate tenders under **large-scale residential township project**, where EPI intends to participate as a bidder.

The Scope of Work for the selected associates shall include providing end-to-end support to EPI in the bidding process for client tenders. This support shall encompass, but not be limited to, assisting in the **preparation, review, and finalization** of comprehensive technical and financial proposals ensuring that all submissions are fully

compliant with **client's tender requirements**, including applicable technical specifications, contractual conditions, and statutory regulations.

### 3. Time schedule of EOI activities:

i	Start Date & Time for Downloading of EOI documents	07.07.2025 from 17:00 Hrs
ii	Last Date of Submitting Pre-bid Queries	09.07.2025 upto 12:00 Hrs
iii	Last Date & Time of online Submission of EOI	14.07.2025 upto 11:00 Hrs
iv	Date & Time of online opening of EOI	15.07.2025 at 11:00 Hrs

### 4.0 ELIGIBILITY CRITERIA:-

The applicant must satisfy the following conditions:

- (a) The applicant must be a single entity registered in India as per Indian laws. Joint Ventures or Consortiums are not permitted.
- (b) The applicant must submit a valid certificate of incorporation/registration/*Memorandum & Article of Association*.
- (c) Selected Contractor will not be allowed to subcontract works to any such entity.
- (d) A Power of Attorney or Letter of Authorization must be furnished in favour of the signatory authorizing to submit the EOI on behalf of the applicant.

### 4.1 Technical Eligibility: -

The applicant must meet the following similar work experience criteria completed in the last **7 years ending as on the date of EOI submission**:

The applicant must have successfully completed of the following types of projects:

**One similar work costing not less than Rs. 160 Cr**

**OR**

**Two similar works each costing not less than Rs. 130 Cr**

**OR**

**Three similar works each costing not less than Rs. 120 Cr**

**"Similar work"** shall mean the **construction of multi-storey residential buildings** (Stilt +10 floors / Basement+Ground+10 or above), such as **staff housing, residential quarters, apartment complexes, or group housing projects**, preferably undertaken within **PSU, government township, institutional, or mining/industrial township environments**. The construction should include **RCC framed structures** along with **complete civil works, internal and external finishing, sanitary and plumbing installations, electrical works, and other associated MEP services with related External development works**.

For arriving at the cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at a simple rate of 7% (seven) percent per annum, calculated from the date of completion to the date of EOI opening. **Value of work shall be including GST.**

- The completion certificate issued by the client must mention nature of work, scope, awarded value, actual completion cost, and completion date.

Note: The completion certificates issued by

a) Government / semi-government organisations, state/central government, public works departments, public sector undertakings/ Autonomous Govt. bodies/Municipal bodies along with copy of work order/ agreement.

b) In case the work experience is of private sector the completion certificate shall be supported with work order and copies of corresponding TDS certificates. The value of work will be considered equivalent to the amount received as per the TDS certificates. FORM 26AS (TDS) and work order must be duly certified by Chartered Accountant with valid UDIN issued by ICAI.

#### **Foreign Certificate:**

In case the work experience is for the work executed outside India, the applicant have to submit the completion /experience certificate issued by the owner duly signed & stamped and affidavit to the correctness of the completion/experience certificates. The applicant shall also get the completion / experience certificates attested by the Indian Embassy / Consulate / High Commission in the respective country. In the event of submission of completion / experience certificate/ other documents by the Applicant in a language other than English, the English translation of the same shall be duly authenticated by the Chamber of Commerce of the respective country and attested by the Indian Embassy / Consulate / High Commission in the respective country.

Note: Provided further that applicant from member countries to the HAGUE convention, 1961 are permitted to submit requisite documents with "Apostille stamp" affixed by Competent Authorities designated by the government of respective country which would be acceptable in lieu of attestation from the Indian Embassy / Consulate / High Commission in their respective countries.

For the purpose of evaluation of Bid, the Exchange rate of currency into INR shall be exchange rate published by the IMF or RBI as on the Date of opening of tender.

#### **4.2 Financial Criteria:**

- (a) **Profitability:** Should not have incurred losses in more than two consecutive years during the immediate last five financial years. **(2019–20 to 2023–24).**
- (b) Should have a Banker's Certificate from a National / Schedule Bank of the amount equal to Rs.50.00 Crores. The Banker's Certificate should not have been issued earlier than Three (03) Months of last date of submission of tender

**OR**

Should submit a Positive Net Worth Certificate for the financial year ending 31st March 2024, duly certified by a Chartered Accountant with UDIN issued by

ICAI, and demonstrate a positive net worth in at least two of the last two consecutive financial years ending 31st March 2024.

- (c) Applicant shall submit CA certified audited balance sheets and profit and loss accounts of the company for last 5 years **with UDIN number**.
- (d) Applicant shall have average annual turnover minimum of Rs. 130 Crores and submit the Turnover Certificate for **certified by CA with UDIN Number, proper seal and membership number**.
- (e) PAN, GST, PF & ESI copy shall be submitted.
- (f) General Information as per the **Annexure – 1**.

**Note:**

All the documents or certifications, which are provided by CA after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>.

**5.0 OTHER CONDITIONS**

5.1 EPI reserves the right to select the associate(s) at its sole discretion and to reject any or all EOIs without assigning any reason.

5.2 The applicant shall submit a declaration stating that they have not been blacklisted or debarred by any Indian Government, Semi-Government, or PSU Organization in India during the last three (03) years.

5.3 Applicants who have applied for or availed CDR (Corporate Debt Restructuring), BIFR (Board for Industrial and Financial Reconstruction), or SDR (Strategic Debt Restructuring) during the last five financial years are not eligible. A certificate issued by a Statutory Auditor/Chartered Accountant/CFO/CEO/MD of the company shall be submitted in this regard.

5.4 Applicant must not be under Bankruptcy, liquidation, court receivership, or similar proceedings such as NCLT where an RP has been appointed. A certificate issued by a Statutory Auditor/Chartered Accountant/CFO/CEO/MD of the company shall be submitted in this regard.

5.5 Applicant shall submit its company profile and presentation along with the EOI. EPI may invite the applicant for a presentation, if required.

5.6 Applicant must have no criminal fraud case pending or contemplated against the entity.

5.7 Applicant shall submit an undertaking that all documents submitted in this EOI are true and genuine. If any fake/false/fabricated document is found at any stage, EPI reserves the right to blacklist/debar the applicant from participating in all future tenders/EOIs for the next two years. The decision in this regard shall be at the sole discretion of EPI.

5.8 Applicant shall submit an undertaking regarding unconditional acceptance of this EOI, including any corrigendum/addendum issued by EPI from time to time. All EOI documents shall be properly stamped and signed by the authorized signatory of the applicant.

5.9 Validity of Application shall be **120 (one hundred twenty) days** from the last date of submission of EOI. The validity period may be extended on mutual consent.

5.10 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).

## **6.0 EVALUATION OF EOI APPLICATIONS**

- 6.1 The EOI submitted by the Applicant shall be evaluated by the Evaluation Committee of EPI. The said Committee will examine the EOI proposals/documents based on eligibility conditions mentioned and on verification of testimonials submitted. Applications received without testimonials might not be considered. Decision of EPIL in this regard shall be final & binding.
- 6.2 The selection process shall be solely based on the eligibility criteria as laid down in this EOI document. To facilitate evaluation of EOI proposals/documents, EPI may, at its sole discretion, seek clarifications in writing/email from any Applicant regarding its proposal in the format as considered appropriate by EPI.
- 6.3 The Evaluation Committee of EPI shall assess the responsiveness of each proposal strictly in accordance with the terms and conditions outlined in this EOI document. A responsive EOI proposal is one that fully meets all specified eligibility criteria, adheres to the prescribed formats, includes all required documentation, and complies with all stated conditions.

No deviations, irregularities, or non-conformities, whether minor or major shall be accepted. Any proposal that does not fully conform to the stipulated requirements shall be summarily rejected and will not be considered for further evaluation.

Only proposals found to be fully responsive will proceed to the credential verification stage, during which EPI may verify the submitted experience and credentials directly with the respective clients. The applicant shall be considered qualified only after successful completion of this verification process.

Shortlisting of applicants and the subsequent signing of the Memorandum of Understanding (MoU) will be subject to confirmation of the technical and financial criteria, at the sole discretion of EPI. EPI reserves the right to accept

or reject any or all EOI's, or annul the entire process without assigning any reason or incurring any liability. EPI may, at its sole discretion, re-invite EOIs if deemed necessary.

- 6.4 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.
- 6.5 The applicants after submitting the response to this EOI, agrees with EPIL for honouring all aspects of fair-trade practices.
- 6.6 Applicant selected shall be notified through their registered emails.
- 6.7 Information provided at this stage is indicative and EPIL reserves the right to amend/add further details in the EOI document.

## **7.0 SIGNING OF MOU PROCESS:**

- 7.1 Based on the evaluation of the Expression of Interest (EOI), EPI shall enter into a Memorandum of Understanding (MoU) (**Annexure-2**) with all applicants who are found eligible based on the evaluation of the Expression of Interest (EOI), considering their technical and financial capabilities. Signing of the MoU establishes a general framework for future engagement.
- 7.2 EPI will issue the technical documents with the associates who has already signed the MOU's through their registered emails/sealed envelope for each tender it intends to participate in. As part of this process, the Client Tender Documents, including the Scope of Work, Completion Period, and Additional Guarantee Proformas/Guarantee (as per the requirements of the Client/EPI), Conditions of Contract, format of Pre-tender tie up for the specific tender, and other relevant terms and conditions, will be made available to ensure transparency and structured participation.
- 7.3 The tender documents issued shall also include the Bill of Quantities (BOQ) and the prescribed format for financial bid submission. All associates who have signed MOU with EPI under this EOI, shall submit their BOQ strictly in the prescribed format and within the specified timeline.
- 7.4 Upon receipt of all BOQ, EPI shall evaluate them in accordance with the tender requirements. The associate quoting the lowest rate (L1) shall enter into a Pre-Tender Tie-Up with EPI for the specific tender.
- 7.5 The Pre tender tie-up shall clearly define the applicable **margin** (inclusive or exclusive of GST), and will be governed by the terms of the client tender or as mutually agreed upon between EPI and the selected associate. The Additional BGs/ Guarantees required for bid submission to the client by EPI shall be submitted by the associate who has entered into the Pre-Tender Tie-Up Agreement with EPI. All such guarantees shall be issued in the name of EPI, strictly as per the client's tender conditions. EPI shall not bear any financial liability for these instruments, and the associate shall ensure timely submission in the prescribed format, value, and validity period as required under the specific tender.

- 7.6 In the event that EPI emerges as the successful bidder (L1) in the client tender, EPI shall issue the Work Order to the selected associate for executing the full or partial scope of work falling under EPI's responsibility, as awarded by the client.

Following the issuance of the Work Order, a separate agreement shall be signed between EPI and the associate. Under this agreement, the associate will act solely as a subcontractor and not as a Joint Venture (JV) or Consortium partner. EPI shall retain a fixed margin, as agreed in the Pre-Tender Tie-Up.

The decision regarding the award of EPI's scope of work shall be solely at the discretion of EPI, in accordance with its established procedures.

- 7.7 Payment terms for EPI and selected applicant shall be on back-to-back basis i.e., in line with agreement between EPI 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 pass on to the associate.
- 7.8 The decision regarding award of EPI's scope of work shall be solely taken by EPI as per its laid down procedure of EPI.
- 7.9 Participation in this EOI does not guarantee award of work. EPI reserves the right to cancel or modify the selection process at any stage without assigning any reason.
- 7.10 Upon award of work by the Client, the following documents shall become part of the detailed contract agreement between EPI and the Second Party. In case of any ambiguity, the order of precedence shall be as follows:
- i) Agreement between EPI and the Client
  - ii) Client's tender document / EPI's offer submitted to the Client
  - iii) Detailed Contract Agreement to be signed between EPI and the Second Party / Selected Applicant
  - iv) EPI's General Conditions of Contract (GCC) available on EPI's website i.e., [www.epi.gov.in](http://www.epi.gov.in).

## **8.0 GENERAL CONDITIONS OF EOI:**

- 8.1 EPI reserves the right to accept or reject any or all EOIs or annul this process without assigning any reason and liability whatsoever and to re-invite EOI at its sole discretion.
- 8.2 EPI reserves the right to modify the criteria, offer relaxation and take its own decision if so required.
- 8.3 Applicant will be asked to submit its acceptance for signing of MoU within 5(five) days after the short listing by EPI. If the Applicant fails to comply with the stipulated time period unless any period is relaxed by EPI for compelling and genuine reasons; the decision of EPI in such case would be absolute & final.
- 8.4 All future communication/additional information/ corrigendum/ addendum/ extension with respect to this EOI shall be notified through websites

[www.epi.gov.in](http://www.epi.gov.in) and <https://www.etenders.gov.in> which should be checked regularly. which should be checked regularly.

- 8.6 The applicant fulfilling the above requirements and willing to associate with EPI as per terms and conditions given above and in MoU should submit their formal expression of interest through online process on [www.etenders.gov.in](http://www.etenders.gov.in) with all prescribed supporting documents / undertakings mentioned in EOI not later than 14.07.2025 upto 11:00 Hrs (IST).
- 8.7 The details of contact person for technical clarification are as under:  
Shri. B. Lakshman Kumar, Additional General Manager (Marketing Division)  
Engineering Projects (India) Limited  
3rd Floor , 3D EC Chambers,  
92, G N Chetty Road, T-Nagar, Chennai – 600017, India  
Tel: 044-28156886, 28157106, Extn: 303, Fax: 044-28156629  
Email Id: [blakshman.kumar@epi.gov.in](mailto:blakshman.kumar@epi.gov.in)
- 8.8 All correspondence with regard to the above shall be to the following address  
(By Post/ In Person):  
General Manager (Contracts),  
Engineering Projects (India) Ltd.  
3D, EC Chambers, 92 GN Chetty Road  
T.Nagar, Chennai – 600 017  
Tel No. – 044-28156886, Extn: 201, 28157106  
E-mail – [sro.contracts@epi.gov.in](mailto:sro.contracts@epi.gov.in)
- 8.9 In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.  
Interested bidders have to necessarily register themselves on the portal <https://etenders.gov.in/eprocure/app> to participate in this EOI. It shall be the sole responsibility of the interested bidders to get them registered at the aforesaid portal for which they are required to contact  
For any technical related queries please call at 24 x 7 Help Desk Number  
0120-4001 002, 0120-4001 005, 0120-6277 787  
Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in)  
Policy Related - [cppp-doe@nic.in](mailto:cppp-doe@nic.in)

General Manager (Contracts)  
Date: 07.07.2025



**GENERAL INFORMATION**

(to be given in Company Letterhead)

1.	Name of Applicant/Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization: a) An individual  b) A proprietary firm  c) A firm in partnership (Attach copy of Partnership)  d) A Limited Company (Attach copy of Article of Association)  e) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Name of Directors/Partners in the organization	
8.	Name(s) and Designation of the persons, who is authorized to deal with EPI (Attach copy of power of Attorney)	
9.	Bank Details: Name of Bank, Address of Bank Branch, Account No., RTGS, IFS Code	

Signature of Bidder with Seal

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ENGINEERING PROJECTS (INDIA) LTD  
AND**

---

**This Memorandum of Understanding (herein after referred to as 'MOU') entered into the --  
-day of \_\_\_\_\_, 2025 at Chennai by and between:**

**Engineering Projects (India) Ltd. (EPI)**, a Government of India Enterprise, Chennai having its Corporate Office at Core-3, Scope Complex, 7 Lodhi Road, New Delhi 110003, and its Southern Regional Office at 3D-EC Chambers, #92, G.N. Chetty Road, T.Nagar, Chennai 600 017 (referred to as "**EPI**") 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 agency having business activities in the field of \_\_\_\_\_.

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

EPI has invited Expressions of Interest (EOI) to identify eligible and qualified agencies for supporting EPI in bidding on item rate tender under large-scale residential township project vide EOI No. SRO/CON/TH/EOI \_\_\_\_ dated \_\_\_\_\_.

WHEREAS both the Parties intend to synergize their efforts by pooling their expertise and resources for taking up projects related to large-scale residential township projects in India 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 collaborate for identified large-scale residential township projects, specifically under a "Pre-Tender Tie-Up" arrangement initiated by EPI for upcoming item rate tenders. Under this MoU, EPI shall be the sole bidder, and the Second Party shall support EPI by preparing and submitting technical and financial documents strictly in accordance with the client's tender requirements and the mutually agreed Pre-Tender Tie-Up Agreement.
2. Large-scale residential township projects may be identified by either Party, and either may approach the other for exclusive cooperation in pursuing such opportunities, subject to EPI's internal review and discretion.
3. The cooperation to support EPI's bidding process for identified and agreed projects shall be based on mutual benefit and shall adhere to EPI's structured process, which ensures transparency and structured participation.
4. For each specific tender related to large-scale residential township projects that EPI intends to participate on item rate, EPI shall issue the relevant tender documents, including technical specifications, Bill of Quantities (BOQ) to the associates who have signed the MoU, through secure channels such as password-protected emails or sealed envelopes.

The associates shall submit their rates in the prescribed format within the defined timeline.

5. The associate quoting the lowest rate (L1) shall enter into a Pre-Tender Tie-Up with EPI for the specific tender. Prior to bidding for any accepted and agreed project, the parties shall, by 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.
6. This MOU does not restrict both parties from collaborating or entering into agreements with any other party for any other projects, except for the identified large scale residential township projects for which EPI intends to participate through an item rate tender. For such identified projects, the associates shall not enter into any agreement, understanding, or arrangement with other parties.
7. In projects where the parties agree to participate and enter into a Pre-tender tie up Agreement, EPI will lead the participation in the bidding process, and the associate will support EPI in the bidding process. Neither party shall participate individually or indirectly, nor through any joint venture, consortium, or any other arrangement with any other company, organization, or individual, for the specific Notice Inviting Tender (NIT) for that project in which EPI Participates.
8. 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.
9. The associates shall bear all expenses, and any other costs for supporting EPI in the preparation and submission of the tenders. 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.
10. 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.

#### **11. BROAD TERMS & CONDITIONS IN CASE OF ASSOCIATION BETWEEN THE PARTIES**

- a) EPI shall be the sole bidding entity in response to the any Client's tender. The second party shall support EPI in the bidding process as per the mutually agreed scope, in alignment with the Client's tender conditions and the internal Pre-Bidding Agreement between the parties.
- b) As per the client's tender conditions and the Pre-Tender Tie-Up Agreement, the selected associate shall submit the all bid-related and performance-related securities, including but not limited to the Additional Bank Guarantee/Guarantees required for submission and execution of the tender by EPI. All such securities shall be submitted in EPI's name, by the associate through EPI, based on the format and requirements prescribed in the particular tender. EPI shall not bear any financial obligation in this regard, and the associate shall provide all necessary documentation in a timely manner to ensure compliance with the client's conditions. Upon release of the Additional Bank Guarantee or any other such guarantee by the client, the same shall be deemed released to the associate who submitted them, and EPI shall have no further responsibility or liability.
- c) The value of the Additional Bank Guarantees/Guarantees required by the client at any stage shall be submitted by the party having entered into the Pre-Tender Tie-Up with EPI, in the name of EPI, and strictly in accordance with the client's requirements.
- d) Payment terms for EPI and selected applicant shall be on back-to-back basis i.e. in line with agreement between EPI 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 pass on to the second party.
- e) Upon awarding work by the Client, EPI may consider awarding its scope of work to the selected associate, either fully or partially, after retaining a fixed margin, which shall be specified in the Pre-Tender Tie-Up Agreement during the specific tender process

(inclusive or exclusive of GST, as applicable). The value and scope of work shall be based on the terms and conditions of the client's tender or as mutually agreed between the parties. The decision regarding the award of EPI's scope of work shall be solely at the discretion of EPI, following its internal procedures. All other cost parameters shall be finalized at the time of quote submission for the tender.

- f) On award of work by Client, the followings documents shall become part of detailed contract agreement between EPI and Second Party and in case of any ambiguity the order of precedence shall be as under:
- i) Agreement between EPI and Client
  - ii) Client's tender document / EPI offer submitted to Client
  - iii) Detailed Contract Agreement to be signed between EPI & Second party/selected applicant.
  - iv) EPI's General Conditions of Contract (GCC) available on EPI's website i.e., [www.epi.gov.in](http://www.epi.gov.in).

## 12. CONFIDENTIALITY

This Memorandum of Understanding (MOU) is being executed between EPI and the qualified Associate(s) shortlisted under this Expression of Interest (EOI), with the intent that EPI may participate in large-scale township project tenders with the support of such Associate(s), based on a Pre-Tender Tie-Up agreement to be entered into for each specific tender.

All information exchanged between the Parties in relation to a specific tender during or pursuant to the Pre-Tender Tie-Up process—including but not limited to pricing information, proposed margins (inclusive or exclusive of taxes), bid strategy, technical approach, and any other related communications or documents—shall be treated as confidential.

Neither Party shall disclose such confidential information to any third party without prior written consent of the other Party, except when such disclosure is:

- a) Required under applicable law, regulation, or court order.
- b) Made to that Party's legal, financial, or internal advisors/stakeholders strictly for purposes of tender participation, provided such persons are bound by confidentiality obligations no less stringent than those in this clause.

Each Party shall ensure that its employees, representatives, or affiliates also comply with this confidentiality obligation, and shall be held liable for any breach. These obligations shall remain binding even after the expiry or termination of this MOU for any reason.

## 13. COMMENCEMENT, DURATION, MODIFICATION AND TERMINATION OF MOU

- a) This **MOU shall be valid for a period of 3 (Three) 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 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.

#### **14. GOVERNING LAW AND DISPUTE RESOLUTION**

This Memorandum of Understanding (MOU) shall be governed by and construed in accordance with the laws of India.

Any dispute, controversy or claim arising out of or relating to this MOU 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 Tamilnadu.

#### **15. JURIDICTION**

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

#### **16. 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.

**17.** 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: