# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed on this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_ by and between:

1. \_\_\_\_\_\_\_\_\_\_\_, an incorporated \_\_\_\_\_\_\_\_\_\_, having its registered office at \_\_\_\_\_\_\_\_\_\_, hereinafter referred to as, The First Party (this expression includes its successors, executors and permitted assigns).
2. \_\_\_\_\_\_\_\_\_\_\_, an incorporated \_\_\_\_\_\_\_\_\_\_, having its office at \_\_\_\_\_\_\_\_\_\_, hereinafter referred to as, The Second Party (this expression includes its successors, executors and permitted assigns).

WHEREAS:

The \_\_\_\_\_\_\_\_\_\_ has invited proposals (the “Proposals”) for selection of Agency (the “Agency”) for Agency for supply of unskilled, semiskilled and skilled manpower for Performing and Managing Day to Day Activities like sanitary works, security services works, driver service, work Plumbing work, Electric Work, Carpenter Work and other routine jobs etc of \_\_\_\_\_\_\_\_\_\_ in conformity with the scope of work and other terms and condition as specified in this \_\_\_\_\_\_\_\_\_\_.

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

1. **Purpose**

Prior to bidding on this tender, the parties on mutual consent shall enter into a Joint Bidding Agreement to detail out each party’s obligations and responsibilities for the execution of this identified project, including the allocation of the scope of works in the identified project and the parties respective obligations on the related bidding costs and expenses. And detailed scope of work and pricing.

1. **Mechanism for preparing the bid**

The Discussion and co-ordination of the bids of consortium parties shall take place in a committee consisting of \_\_\_\_\_\_\_\_\_\_\_ representative each of the following:

1. **Exchange of Information between Parties of the Consortium**

## Each party of the consortium is committed to co-operate to the full in the preparation of bids that will result in obtaining a contract from \_\_\_\_\_\_\_\_\_\_. To this end, parties of the consortium agree to provide whatever information may be reasonable required by the other party of the consortium with minimum delay on the understanding that this information will be treated as confidential.

In particular, each party of the consortium will submit a due diligence statement to the consortium committee immediately if there is any material change in the information contained in the Due Diligence statement.

1. **Confidentiality**

Each of the parties hereto undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other; the content of documents relating to the preparation of the bid; and the information submitted in relation to preparation of individual bids shall be treated confidential by each party of the consortium and no such information or document will be disclosed to any other individual or organization at any stage; and this obligation of confidentiality will remain binding indefinitely whether or not parties shall have left the consortium.

1. **Preparation of Bids**

Each bidding party undertakes to submit a timely bid to the \_\_\_\_\_\_\_\_\_\_ in accordance with the requirements of the \_\_\_\_\_\_\_\_\_\_\_; and each bid shall be in accordance with any agreement on the shape or content of that bid may have agreed in the Consortium Committee or with any individual party of the consortium.

In addition, the MOU shall be part of the tender to be submitted to \_\_\_\_\_\_\_\_\_\_.

1. **Implementing the Contract**

The parties of the consortium agree that, in event of the consortium bids being successful, the Consortium Committee will adopt procedures designed to ensure full co-operation between all the parties of the consortium in carrying out of the terms of the contract by \_\_\_\_\_\_\_\_\_\_.

1. **Membership of the Consortium**

The parties will not enter into collaboration with any other parties for this particular tender.

1. **Fees &Payment Terms**

The MOU agrees that the parties that the payment will be received in joint account. And in case of withdrawal of any amount, signature from the authorized signatories will be required.

## Indemnities

## This MOU specifies that the party shall indemnify and hold the other party(including its successors, executors and permitted assigns) harmless from and against any cost, losses, liabilities and expenses (including legal costs) arising directly or indirectly from any claimed infringement or violation by the Consortium Agreement.

1. **Variation**

In the event of any changes in the terms and conditions contained herein, the same shall be reduced to writing and shall be signed by all the parties. Such changes shall form part and parcel of this MOU.

1. **Law**

This MOU shall be governed under Indian laws. Disputes, if any shall be resolved amicably, otherwise resolved by arbitration in India in accordance with the Indian Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English language. The place of legal jurisdiction shall be at \_\_\_\_\_\_\_\_\_\_.

1. **Term & Termination**

This Memorandum of Understanding (MOU), signed in duplicate with each party receiving one original document, shall cease to be valid till the bid validity of the tender from the date of the MOU unless mutually extended in writing by the parties.

\_\_\_\_\_\_\_\_\_\_\_by its authorized signatory:

\_\_\_\_\_\_\_\_\_\_\_

(Name)

Date

\_\_\_\_\_\_\_\_\_\_\_by its authorized signatory:

\_\_\_\_\_\_\_\_\_\_\_

(Name)

Date

IN WITNESSES WHEREOF this Memorandum of Understanding is made and executed on date

mentioned above by the parties hereto in presence of the witnesses mentioned below:

Witnesses:

1. \_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_