

APPENDIX-I

MEMORANDUM OF UNDERSTANDING (MOU)

This MOU made and entered into on th day of , 2026 for the , **"Construction of Bridge on Kothariya Main Road near Ranuja Temple in ward no 18" (Re-Tender)**

MOU must have genuine and original sign with stamp of Pipe Manufacture and Contractor/Bidder

BETWEEN

M/s. Principal Contractor having registered office, referred to as " PC " which expression shall unless repugnant to the context or contrary to the meaning thereof includes it successors, legal heirs, representatives and permitted assignee of First part.

AND

M/s. Pipe Manufacturer, having registered factory at " HEREINAFTER referred to as "PM" which expression shall unless repugnant to the context or contrary to the meaning thereof includes its successors, legal heirs, representatives and permitted assignees of Second part

WHEREAS RAJKOT MUNICIPAL CORPORATION (herein after referred to as CLIENT) has invited tender for the work of (e-tender-

) **"Construction of Bridge on Kothariya Main Road near Ranuja Temple in ward no 18" under control of The Municipal Commissioner, Rajkot Municipal Corporation . Here in after referred to as work.**

Signature of Contractor with Seal

**Signature of pipe manufacturer
With seal**

WHEREAS

The purpose of this MOU is to ensure successful Manufacture, Testing & Supply of pipes of the said project and to respond to the well defined requirements stipulated in the tender specification duly amendment if any during pre-bid conference and the requirements of the tender.

WHEREAS " PC " shall be the principal contractor / Bidder who have relevant experience Providing, laying, jointing, testing & commissioning of STORM WATER pipeline of various diameter for in required length for state / central or any semi govt. organization for their water supply scheme successfully and desires to undertake the said work after award of Contract for the said work.

AND WHEREAS "PM" is having own manufacturing unit for manufacturing of RCC SPUN pipes as per the standards laid down in the tender document of this project and agrees to Manufacture, testing, marking and supply required total quantity as per tender in 50% of time limits shown in the tender with a provision to provide all testing facilities at factorysite to the authorized engineer and his team of Rajkot Municipal Corporation for thisproject.

Signature of Contractor with Seal

**Signature of pipe manufacturer
With seal**

NOW THEREFORE in consideration of all the above, it is hereby agreed upon by and between the as follows:

- 1 "PM" agrees to manufacture, testing and supply pipes as per the relevant IS code of practice and specifications laid down in the tender document to "PC", if the same are desired and requested by the client.
- 2 "PM" in this association will provide all Technical Assistance for Design & Manufacturing of pipes as per the standards and specifications within a period prescribed in the tender. "PC" shall in all normal circumstances carry out the said work at site at the price quoted by them.
- 3 Both the companies "PC" and "PM" are jointly and severally responsible for performance in totality for their respective scope of work included in the above said work up to liability period.
- 4 The parties hereto further agree that each of them treat the TECHNICAL AND FINANCIAL DATA and information supplied by one to the other as strictly confidential and confine to any tender only and shall not part with the same to be third party.
- 5 When "PC" gets the work order for the above said work from the CLIENT, "PM" shall automatically get its part of order from "PC".
- 6 In the event, liquidated damages are imposed by the CLIENT, for the nonfulfillment of any requirement or conditions pertaining to **completion of this work** by "PC" shall be prime responsible & "PM" shall be responsible for Manufacturing, testing, supply of required pipes under scope of work.
- 7 All questions/disputes related to this contract or consequent to this MOU which cannot be settled, mutually shall within 30 days from the date that either PARTY informs the other in writing that such disputes or disagreement, all necessary Assistance for performance under this contract shall continue during the arbitration proceedings. The venue of Arbitration shall be Rajkot and municipal commissioner shall be the sole arbitrator for this work.

Signature of Contractor with Seal

**Signature of pipe manufacturer
With seal**

- 8 Each PARTY shall inform, in a timely manner, to the other PARTY the specifications and other details available with one PARTY and required by the other Party to enable the other PARTY to properly perform their own scope of work.
- 9 "PC" shall bear all cost and expenses incurred in connection or otherwise related to all parts and aspects of the project work.
- 10 Manufacture & Supply understanding letter of "PM" dated th, 20 shall be considered as part of Agreement.
- 11 Payment to subcontractor/pipe manufacturer for this work shall be made by "PC". However if further amount on sub contract etc. will be levied by the Govt., any further taxes of central or state govt., PC shall be responsible for it.

IN WITNESS WHEREOF the parties have caused their duly authorized representative to sign below:

Signed for & on behalf of

For PC Proprietor.

For PM Director.

Signature of Contractor with Seal

**Signature of pipe manufacturer
With seal**

