

ENGINEERING PROJECTS (INDIA) LTD.

(A. Govt. of India Enterprise)

New Delhi

NIT No: DLI/CON/933/814

Dt.20.02.2024

NOTICE INVITING e-TENDER (NIT)

Tender for Supply, Erection, Testing and Commissioning of Balance Utility Works comprise of Dust Suppression System, Plant Cleaning System, Slurry Pumps, Drinking water system, Plant Ventilation, Pressurization and Air Conditioning System (for Pkg I & II) for Construction of CHP for Transportation of Coal (10 Mty) at Mahanadi Coalfields Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha.

Engineering Projects (India) Ltd., invites the online **open e-Tenders on Lump Sum Basis** from the eligible contractors/firms who fulfill the eligibility criteria as per the brief particulars of scope for "Tender for Supply, Erection, Testing and Commissioning of Balance Utility Works comprise of Dust Suppression System, Plant Cleaning System, Slurry Pumps, Drinking water system and Plant Ventilation, Pressurization and Air Conditioning System (for Pkg I & II) for Construction of CHP for Transportation of Coal (10 Mty) at Mahanadi Coalfields Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha." in two bid system (Techno-commercial bid & Price Bid) for the following Works:

Sl. No.	Description of work	Period of Completion	Tentative Estimated Cost (Excluding GST)	EMD (Rs.)	Tender Fee (Rs.)
1.	Tender for Supply, Erection, Testing and Commissioning of Balance Utility Works comprise of Dust Suppression System, Plant Cleaning System, Slurry Pumps, Drinking water system and Plant Ventilation, pressurization and Air Conditioning System (for Pkg I & II) for Construction of CHP for Transportation of Coal (10 Mty) at Mahanadi Coalfields Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha.	8 months from Contractual Commencement date	Rs. 2,62,24,407/-	Rs. 5,24,488/-	Rs. 11,800/-

1.0 Scope of Work:

The brief scope of work included in this tender shall include (but not limited to) Design, Engineering, manufacture, shop fabrication, assembly, testing & inspection at manufacturer's works, packing, dispatch, transportation, delivery to site, required fabrication & assembly at site, Installation, Testing & Commissioning, completion of facilities, performance guarantee testing, final painting and handing over to MCL / EPI for **Balance Utility Works comprise of Dust Suppression System, Plant Cleaning System, Slurry Pumps Drinking water system Plant Ventilation, Pressurization**

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and Air Conditioning System (for Pkg I & II) as per detailed technical specification and drawings.

Time schedule of Tender activities:

- (i) Start Date & Time for Downloading of tender documents: from 20.02.2024, 01:00 PM
- (ii) Last Date of Receiving Queries - Bidders are requested to send their queries after visiting the site through email up to 10 days prior to due date of submission of tender and reply will be given accordingly.
- (iii) Last Date & Time of submission of Tender (online): up to 11.03.2024, 3:00 PM
- (iv) Date & Time of online opening of tender (Techno-Commercial Bid): at 12.03.2024, 3:30 PM

2.0 Qualification Criteria:

Contractors/Bidders who fulfill the following requirements are eligible to participate in this tender. **The joint ventures/Consortium is not accepted.**

- a) The bidders must have experience of having successfully completed following similar Works during the last seven (7) years ending last day of the month previous to the one in which applications invited should be either of the following:

Three similar Works, each costing not less than the amount equal to **TWENTY PERCENT (20%)** of estimated cost put to tender

OR

Two similar Works, each costing not less than the amount equal to **TWENTY FIVE PERCENT (25%)** of estimated cost put to tender

OR

One similar work of aggregate cost not less than the amount equal to **FORTY PERCENT (40%)** of estimated cost put to tender

The "similar Works" shall mean Supply, Erection, Testing and Commissioning of **Dust Suppression System and other associated works** in any Steel/ Power/ Cement/ Coal/ Mining/ Port Industries. If any bidder has executed the same work for the same client through two work orders i.e. one for supply and other for erection, then the credential for the combined value of the work may be considered as one similar work.

Note- Bidder shall submit copies of Completion certificates along with LOA/LOI, Contract agreement clearly mentioning the detail scope of work, value of work, date of start, time period as per LOI and actual date of completion and actual value of work completed. The experience certificate in this regard should be issued by officer not below the rank of Executive Engineer / Project Manager / Unit Officer. In case of experience certificate issued by private firm, it should be supported with Form 26AS duly certified by CA certificate.

- (i) For evaluation purpose, the completion cost of works mentioned in the Completion Certificate shall be enhanced by Seven Percent (7%) per annum till the end of month prior to date of NIT.
- (ii) The cost of free issue materials shall not be included in the completion cost of works.
- (iii) The experience certificates issued by any Government Organizations / Semi Government Organizations / Autonomous Bodies / Municipal Bodies / Public Limited Companies listed on BSE / NSE and private party shall be accepted for assessing the eligibility of the tenderer. In case of private party Income Tax Return File is to be submitted. However, the completion certificates issued must be supported by work order/Agreement & completion certificates.

- b) Should have average annual financial turnover on works amounting at least 50% of

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the estimated cost of the work during the last three consecutive financial years ending on 31.03.2023. Turnover certificate duly certified by a Chartered Accountant along with UDIN issued by ICAI is also to be submitted.

- c) Should not have incurred any losses in more than two years during the immediate last five consecutive financial years, ending 31.03.2023, Copies of Annual report/balance sheet and a No loss Certificate duly certified by a Chartered Accountant along with UDIN issued by ICAI is also to be submitted.
- d) Should have a Banker's Certificate from a Nationalized/Schedule Bank of the amount equal to 40% of the Estimated Cost put to tender (ECPT). The Banker's Certificate or should not have been issued earlier than Three (03) Months of last date of submission of tender.

OR

Net Worth Certificate of minimum 10% of the estimated cost put to tender issued by certified Chartered Accountant with Unique Document Identification Number (UDIN). The Net Worth certificate shall be of the last financial year ending on 31st March 2023.

The Banker's Certificate & Net Worth Certificate shall be in the format prescribed in Annexure-F.

- e) Bidder has to submit undertaking regarding details of Constitution of firm/Company along with the details of its Directors as per enclosed Annexure-C. In case the bidder fails to submit Constitution of firms with the bid along with the details of its firm Directors as per Annexure-C their bid will be rejected.
- f) Notwithstanding anything stated in tender, EPI reserves the right to assess the capabilities and capacity of the tenderer to perform the contract, in the overall interest of EPI. In case, tenderer's capabilities and capacities are not found satisfactory, EPI reserves the right to reject the tender the credentials of the Bidders with respect to Technical & Financial criteria shall be verified and inspection of the works, if required, to be carried out by EPI. If not found satisfactory by EPI, their bid will be considered non-responsive and rejected.
- g) The Bidder should not be currently declared ineligible/ suspended/ blacklisted/ banned/ debarred by EPIL or by any Central/ State Govt. Department/ Public Undertaking or Enterprise of Central/State Government and such ban should not be in force at the time of submission of the bid or extended deadline for submission of bid. Bidder has to submit a notarized self-declaration with the bid in respect of the same that "(.....Agency Name...) has not been currently declared ineligible/ suspended/ blacklisted/ banned/ debarred by EPIL or by any Central/State Govt. Department/Public Undertaking or Enterprise of Central/State Government and such ban should not be in force at the time of submission of the bid or extended deadline for submission of bid"

2.1 Evaluation of the bidders:

Evaluation of the bidders shall be subject to through verification of their documents related with credentials and BG and inspection of similar works carried out / in progress by them, through a Technical Committee of experts to be constituted by EPIL. Price bids of all eligible bidders (based on documents submitted) will be opened. Technical Committee will ensure the authenticity of credential (experience certificate) of Lowest bidder(L-1) before placement of order.

3.0 Tender documents comprising of the following are available on the website of EPI: www.epi.gov.in & CPP Portal: www.etenders.gov.in

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(i) Notice Inviting Tender, Addendum to Instructions to Tenderers, Special instructions to Bidders for e-Tendering, Letter of Undertaking, Form of tender, Memorandum, Bidder Information, Affidavit for NIT (Annexure-A), Letter of Undertaking for Constitution of Firm (Annexure-C), Declaration for local content (Annexure-D), BG format for Security Deposit (Annexure-E), Net worth certificate or Banker's Certificate Format (Annexure-F), Additional Conditions of Contract, General Conditions of Contract (Vol-I)

(ii) Technical Specifications with Scope of Work and Drawings (Vol-II)

(iii) Price Bid & Bill of Quantities - (Vol-III)

4.0 In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.

5.0 Interested bidders have to necessarily register themselves on the portal <https://etenders.gov.in/eprocure/app> to participate in the bidding under this invitation for bids. 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

International Bidders are requested to prefix +91 as country code

Technical - support-eproc@nic.in

Policy Related - cPPP-doe@nic.in

They may obtain further information regarding this tender from **DGM (T)** at the address given at **Clause No. 24.0** below from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents. **No special character like! @, #, \$, %, &, *, _ to be include while saving the file/uploading.**

For proper uploading of the bids on the portal namely <https://etenders.gov.in/eprocure/app> (hereinafter referred to as the portal), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s CPPP, directly, as and when required, for which contact details are mentioned above. The EPI in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section Instruction to Bidders of the Bidding Documents.

6.0 Bidders can download the bid document from the portal without registering or paying document fees in advance, any time from **13:00 Hrs on 20.02.2024**; However interested bidders have to pay tender fees for participating in the tendering and submitting the bid. For this purpose the interested bidders shall be required to **pay Rs. 10,000.00 (Rupees Ten Thousand) plus GST @ 18% i.e. Rs. 11,800/-** as non-refundable document fees and The bidders have to submit, the scanned copy of Tender fee receipt after depositing the tender fee online in EPI's Bank Account (as mentioned Below) along with the online bid.

Name of Beneficiary: Engineering Projects (India) Ltd.

Account No.: 200001601125 (Current A/c)

Name of Bank: IndusInd Bank, M-56, Greater Kailash – II, (Main Market), New Delhi – 110048

IFSC Code: INDB0000012

It is to be noted that, if the offer is received without requisite Tender Fee and EMD the Bid will be rejected.

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- 7.0** E-Bids must be submitted/uploaded along with scanned copies of relevant documents pertaining to **Clause no. 2.0 & Clause no. 23.0** under Single Stage Two Envelope Bidding Procedure on the CPP portal on or before last date and time of online bid submission. Late bids will not be accepted. Under the above procedure, only the first envelope (Technical Part) shall be opened in the presence of the bidders' representatives who choose to attend in person at the address given below on schedule date and time of bid opening or may be viewed by the bidders by logging in to the portal as per features available to them. Second envelope i.e. Price part shall be opened of technically qualified bidders.

The bid must be accompanied by an Earnest Money Deposit (EMD) of Rs. 5,24,488/- (Rupees Five Lakh Twenty Four Thousand Four Hundred Eighty Eight Only). This can be either in the form of Insurance Surety Bond or Account Payee Demand Draft or Fixed Deposit Receipt or Banker's cheque or Bank Guarantee of any Nationalized Bank/Scheduled Bank/Commercial bank as per the enclosed format or payment online in an acceptable form for the full amount of EMD payable favouring –Engineering Projects (India) Limited payable at Bhubaneswar. The EMD shall be valid for minimum period of 150 days (One hundred fifty) from the last day of submission of tender. The earnest money (if any) will be forfeited without any prejudice to any right or remedy, in case the Bidder withdraws his offer(s) during the validity period or in case he changes his offer to his benefits, which are not acceptable to EPI. If the bidder has submitted a scanned copy of EMD, then Physical submission of Original EMD is to be done by the bidder.

The validity of offer(s) submitted by Tenderer shall be ninety (90) days from the last date of submission of the Tender. The validity period may be extended on mutual consent.

Note: BG should be submitted with Structured Finance Managing System (SFMS) issued by beneficiary bank.

8.0 Return of EMD

"The earnest money given by all the bidders except the lowest bidder should be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. However, in case of two bid system, earnest money deposit of bidders unsuccessful during technical bid evaluation etc. should be returned within 30 days of declaration of result of technical bid evaluation."

The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday falling on the last day of submission of tender, the next working day will be treated as scheduled day and time for submission of Tender.

- 9.0** The rates quoted by the bidder shall be firm and fixed for the entire period of completion and till handing over of the work. No revision to rates or any escalation shall be allowed on account of any increase in prices of materials, labour, POL and Overheads etc during the entire contract period or extended contract period.
- 10.0** The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI's website/ CPP portal <https://etenders.gov.in/e procure/app> the bidders are required to check these websites regularly for this purpose, to take into account before uploading/submission of tender. **All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure.**
- 11.0** The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted and confirmations of Credentials & BGs are received from the concerned department/bank shall be opened with prior intimation to them. The offer of

the L-1 bidders shall be accepted subject to the confirmation of authenticity of the PQ documents/BG from the concerned department/bank.

- 12.0** EPI reserves the right to extend the date of submission of the tender or cancel the tender or accept any tender or reject any or all tenders or split the work of tender or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion even if an applicant may satisfy eligibility criteria.
- 13.0 a)** In case of tie-tender, where two firms are bidding lowest, EPI reserves the right to split the work among these bidders and / or EPI will reserve the right to award the tender to any one of such bidder.
b) EPI reserves the right to delete any item while awarding the work.
- 14.0** Bidders to use as much as possible the material / services from MSME. Contractors to use as much as possible, the material/service from MSEs & Local suppliers/Manufacturers for promotion of Make in India. For Promotion of Public Procurement (Preference to Make In India) order 2017 (amended on 28.05.2018) GOI Guideline for procurement, the equivalent Indian makes of materials conforming to requisite quality in addition to List of Makes/Brands may be considered subject to approval of Client/Engineer.
- All the bidders (Class-I local supplier, Class-II local Supplier, Non-Local Supplier) shall provide the percentage of local content in their bid as per Annexure-D irrespective of whether they are availing or not availing purchase preference under public procurement (Preference to Make in India) Policy.**
- 15.0** In case of any discrepancy between the downloaded tender documents from the website and the uploaded copy by the tenderer, the tender documents appearing in the website being uploaded by EPI with the tender shall hold good for contractual as well as legal purposes. The tenderer shall furnish a declaration to this effect that **"no addition/ deletion / corrections have been made in the downloaded tender document being uploaded by him and it is identical to the tender document appearing on the Website. In case of any discrepancy between the downloaded tender documents from the website and the uploaded copy by me/us, the tender documents appearing in the website being uploaded by EPI with the tender shall hold good for contractual as well as legal purposes"**.
- 16.0** All prospective MSME bidders are requested to get themselves registered on TReDS platform (www.rxil.in) to avail payment benefits.
- 17.0** It is desired that the bidder visits the site before submitting the bid to assess the Ground condition and working conditions at site and submit Site visit declaration (Annexure-B). In case bidder decides not to visit site, Bidder has to submit a self-declaration with the bid in respect of the same declaring that –they shall be responsible for all the consequences thereof".
- 18.0** Tenders must be duly signed with date and sealed. An attested copy of power of attorney/affidavit/Board Resolution executed as under shall accompany the Tender Documents`.
- a) In case of Sole Proprietorship, an affidavit of Sole Proprietorship and if the Tender is signed by any other person Power of Attorney by the Sole Proprietor in favour of signatory.
 - b) In case of Partnership firm, if Tender is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the tender/documents by all the partners authorizing him to sign the tender/documents.
 - c) In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.

19.0 Bidder must submit documentary evidence of having formally certified skilled workforce or commitment by the bidders/ service providers to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at the cost of service provider/vendor. In case, If the bidder doesn't have certificate skilled workforce through **Recognition of Prior Learning (RPL)** till last date of submission of bid then at the time of submission of tender the bidder should submit self-certified Undertaking that bidder shall provide the skilled workers through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project.

20.0 In the event of award of work, the successful tenderer must furnish Security Deposit/all Guarantees (wherever applicable) as specified in 'Tender Documents' within the time specified in the letter communicating acceptance of his offer failing which the Earnest Money Deposit will be forfeited.

21.0 Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & condition and specifications of the work to be done and of conditions at which stores, tools, plant etc. will be issued to him by EPI, if any, local conditions and political situations and other factors having bearing on the execution of the works. No claim of contractor whatsoever, within the purview of this clause, shall be entertained at any stage of the project.

22.0 Disqualification

The tenderers may note that they are liable to be disqualified and not considered for the opening of Price Bid if;

- a) Non-Submission of Tender Fee as per NIT Condition.
- b) Non-Submission of EMD as per NIT Condition.
- c) Representation in the forms, statements and attachments submitted in the prequalification document are proved to be incorrect, false and misleading.
- d) EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the Bidder in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Bidders.
- e) If bidder have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.
- f) If the tenderers attempt to influence any member of the committee. EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.
- g) If documents are not uploaded by the bidder as per instructions/due to special characters while saving files the files are unable to download the bids will be disqualified.
- h) The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

- i) In case of existing contractors of EPI, if progress is not satisfactory in any of the project their bid will be rejected.
- j) The credentials of the Bidders with respect to Technical & Financial criteria shall be verified and inspection of the works, if required, to be carried out by EPI. If not found satisfactory by EPI, their bid will be considered non-responsive and rejected.
- k) Currently (till the last date of bid submission of the tender or till the last date of extended tender) they have record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the nonperformance of the contract, inordinate delay in completion, consistent history of litigation / arbitration awarded against the contractor or any of its constituents or financial failures due to bankruptcy etc. in their on-going / past projects.
- l) In case, any documents, information and/or certificate submitted by tenderer is found to be incorrect/false/fabricated or the tenderer has breached the terms and condition of integrity pact, EPI at its discretion may disqualify/reject/terminate the tenderer, forfeit the EMD and the tenderer shall also be liable to be suspended/debarred for a period which shall not be less than one year extending till maximum for a period of 3 years.

Note: If any tenderer withdraws his tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or makes any modifications in the terms and conditions of the downloaded tender which are not acceptable to the EPIL, then the EPIL shall, without prejudice to any other right or remedy, be at liberty to forfeit entire amount of Earnest Money as aforesaid.

23.0 Bidder shall submit the following documents duly signed with date and stamped a part of Technical bid online. Only Online mode will be accepted for tender submission. No documents are required to be submitted offline by the bidders. Bidder has to upload all the relevant certificates regarding PQ criteria (Clause 2.0) and Clause 23.0 for qualifications with the tender, only uploaded documents will be considered for qualification.

- a) Documentary evidence with regard to tender fees and EMD payment (In case bidder has submitted BG for EMD, a copy of SFMS shall also be submitted along with BG as per Clause no. 7.0)
- b) Notarized Power Of Attorney.
- c) Affidavit of NIT (Annexure-A).
- d) Undertaking regarding Constitution of Firm/Company (Annexure-C)
- e) Covering letter for participation in Bid with Bid name, number with All Corrigendum and addendum (if any).
- f) Details of similar works executed along with completion certificate & copy of Work order for qualification as per PQ criteria.
- g) List of works executed during the last 5 years indicating name of the Client, value, date of start and completion date.
- h) List of works under execution indicating name of the Client, Total Contract Value, Value of balance work in hand, date of start and completion.
- i) CA certified Annual Reports including Audited balance sheets, Financial Turnover and profit and loss accounts along with schedules for the last 5 years up to 31.03.2023 with UDIN issued by ICAI is to be submitted.

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- j) Local Supplier Content certificate (Annexure-D) and Documentary evidence for certified skilled workforce as per Clause No. 19.0.
- k) Copy of Banker's Certificate or Net Worth Certificate as per format.
- l) Declaration in Letter Head in accordance to Clause no. 15.0 of this NIT for no Addition / deletion/ corrections in the downloaded tender document.
- m) A notarized self-certification by bidder in accordance to Clause no. 2.0 (g) of this NIT for not blacklisted/debarred & reprimanded.
- n) Form of Tender and Letter of Undertaking
- o) Registration Certificate/ Memorandum and Articles of Association/ Partnership Deed/ Affidavit as proof of the organization set up.
- p) Details of manpower and equipment/plant machinery available with Bidder.
- q) Copy of valid PF Registration No.
- r) Memorandum and Bidder Information with banker details as per the format.
- s) Copy of PAN Card and GST Registration Certificate.

24.0 Bidders may obtain further information regarding this tender at the address given below from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

**Sh. Tarun Kumar, DGM (T)
C&E Division**

Engineering Projects (India) Ltd.
Core 3, Scope Complex,
Lodhi Road, New Delhi – 110003
Ph. 011-24361666 Ext. 2315
E-mail: tarun.kumar@epi.gov.in

25.0 Only Online mode will be accepted for tender submission. The bidders have to submit, the scanned copy of Tender fee receipt after depositing the tender fee online in EPI's Bank Account along with the online bid. Also, the scanned copy of Bid Security (EMD) as mentioned in the NIT (Insurance Surety Bond, Bank Guarantee, DD, Bankers Cheque etc) shall be submitted by the bidders with their online bid. However, the original of the same shall be submitted by the bidder at the later stage as and when required by EPI.

26.0 Post tender clarification shall be governed as per clause no. 79.0 of GCC. However, no clarification will sought in case of non-submission of Tender Fee and Bid Security /EMD of requisite amount or unconditional letter of acceptance or Affidavit for correctness of document/information or Power of Attorney or Net worth/banker's certificate as per format. In such case the bidder shall be rejected summarily without seeking any further clarification/documents.

27.0 Contact details for site related Queries / Visit:

<p>Sh.Prashant T Wasnik, GM & S/I Project In Charge - MCL Project Engineering Projects (I) Limited, Email id: pt.wasnik@epi.gov.in Ph.- 7770822444</p>	<p>Sh. Dheeranjnan Mohanty, DGM (T) Engineering Projects (I) Limited, Email id: dheeranjnan.m@epi.gov.in Ph.- 9425296119</p>
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For more information on EPI, visit our website at: <http://www.epi.gov.in>

For more information on the e-tender visit website <https://etenders.gov.in/eprocure/app>

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AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attested by Notary Public)

Affidavit of Mr ----- So ----- R/o -----.

I, the deponent above named do hereby solemnly affirm and declare as under :

1. That I am the Proprietor/Authorized signatory of M/s having its Head / Regd. Office at.....
2. That the information / documents/Experience certificates submitted by M/s along with the tender for (Name of work)..... To EPI are genuine, true and nothing has been concealed.
3. I shall have no objection in case EPI verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document (s), in case EPI demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, EPI at its discretion may disqualify /reject/ terminate the bid / contract and also forfeit the EMD / All dues.
5. I shall have no objection in case EPI verifies any or all Bank Guarantee(s) under any of the clause (s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch / office issuing Bank and I / we shall have no right or claim on my submitted EMD before EPI receives said verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false/ fabricated, EPI shall reject my bid cancel pre-Qualification and Debar me from Participating in any future tender for three years.

I, -----, the Proprietor / Authorised signatory of M/s ----- do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from ----- and that no part of it is false.

Verified at ----- this ----- day of -----

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

**LETTER OF UNDERTAKING
(To Be Enclosed In Letter Head)**

To,
CONTRACTS & ENGINEERING DIVISION
ENGINEERING PROJECTS (INDIA) LTD.
New Delhi

REF: Tender for Supply, Erection, Testing and Commissioning of Balance Utility Works comprise of Dust Suppression System, Plant Cleaning System, Slurry Pumps, Drinking water system, Plant Ventilation, Pressurization and Air Conditioning System (for Pkg I & II) for Construction of CHP for Transportation of Coal (10 Mty) at Mahanadi Coalfields Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha

NIT No: DLI/CON/933/814 dtd. 20.02.2024

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

1. The Tender Documents for the work as mentioned in "Memorandum" to "Form of Tender" have been issued to us by ENGINEERING PROJECTS (INDIA) LIMITED and we hereby unconditionally accept the tender conditions and Tender Documents in its entirety for the above work.
2. The contents of clause 1.2 and 1.3 of the Tender Documents (Instructions to Tenderers) have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks(s) / condition(s) (except unconditional rebate on price, if any) in the 'Price-Bid' enclosed in "Envelope-2" and the same has been followed in the present case. In case this provision of the Tender is found violated at any time after opening "Envelope-2", We agree that our tender shall be summarily rejected and EPI shall, without prejudice to any other right or remedy be at liberty to forfeit the full said Earnest Money absolutely.
3. The required document/Certificate/Declaration for this work is enclosed herewith.

Yours faithfully,

(Signature of the Tenderer)

Seal of Tenderer

Dated:

Sign and Stamp of Bidder

Sign and Stamp of EPIL

FORM OF TENDER
(To Be Enclosed In Letter Head)

To,
CONTRACTS & ENGINEERING DIVISION
ENGINEERING PROJECTS (INDIA) LTD.
New Delhi

REF: Tender for Supply, Erection, Testing and Commissioning of Balance Utility Works comprise of Dust Suppression System, Plant Cleaning System, Slurry Pumps, Drinking water system, Plant Ventilation, Pressurization and Air Conditioning System (for Pkg I & II) for Construction of CHP for Transportation of Coal (10 Mty) at Mahanadi Coalfields Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha

NIT No: DLI/CON/933/814 dtd. 20.02.2024

1. We hereby tender for execution of work as mentioned in "Memorandum" to this "Form of Tender" as per Tender Documents within the time schedule of completion of work as per separately signed and accepted rates in the Bill of Quantities quoted by us for the whole work in accordance with the Notice Inviting Tender, Conditions of Contract, Specifications of materials and workmanship, Bill of Quantities Drawings, Time Schedule for completion of jobs, and other documents and papers, all as detailed in Tender Documents.
2. It is agreed that the time stipulated for jobs and completion of work in all respects and in different stages mentioned in the "Time Schedule for completion of jobs" and signed and accepted by us is the essence of the contract. We agree that in case of failure on my/our part to strictly observe the time of completion mentioned for jobs and the final completion of work in all respects according to the schedule set out in the said "Time schedule for completion of jobs" and stipulations contained in the contract, the recovery shall be made from us as specified therein. In exceptional circumstances extension of time which shall always be in writing may, however be granted by EPI at its entire discretion for some items, and We agree that such extension of time will not be counted for the final completion of work as stipulated in the said "Time schedule of completion of jobs".
3. We agree to pay the Security Deposit /Retention money, Performance Guarantee and accept the terms and conditions as laid down in the "Memorandum" to this "Form of Tender".
4. Should this Tender be accepted, We agree to abide by and fulfill all terms and conditions referred to above and as conditioned in Tender Documents elsewhere and in default thereof, allow EPI to forfeit and pay EPI, or its successors or its authorized nominees such sums of money as are stipulated in the Tender Documents.
5. We hereby pay the earnest money amount as mentioned in the "Memorandum" to this "Form of Tender" in favour of Engineering Projects (India) Limited payable at place as mentioned in the "NIT/ITT".
6. If we fail to commence the work within 10 days of the date of issue of Letter of intent and / or We fail to sign the agreement as per Clause 84 of General Conditions of Contract and/or We fail to submit Performance Guarantee as per Clause 9.0 & 9.1 of

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General Conditions of Contract, We agree that EPI shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.

7. We are also enclosing herewith the Letter of Undertaking on the prescribed proforma as referred to in condition of NIT.

Date the _____ day of _____

SIGNATURE OF TENDERER: -----

NAME (CAPITAL LETTERS): -----

OCCUPATION: -----

ADDRESS: -----

SEAL OF TENDERER

MEMORANDUM
(TO BE ENCLOSED IN LETTER HEAD)

REF: Tender for Supply, Erection, Testing and Commissioning of Balance Utility Works comprise of Dust Suppression System, Plant Cleaning System, Slurry Pumps, Drinking water system, Plant Ventilation, Pressurization and Air Conditioning System (for Pkg I & II) for Construction of CHP for Transportation of Coal (10 Mty) at Mahanadi Coalfields Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha

NIT No: DLI/CON/933/814 dtd. 20.02.2024

S. NO.	Description	Cl. No.	Values/Description to be applicable for relevant clause (s)
i.	Name of work		Tender for Supply, Erection, Testing and Commissioning of Balance Utility Works comprise of Dust Suppression System, Plant Cleaning System, Slurry Pumps, Drinking water system, Plant Ventilation, Pressurization and Air Conditioning System (for Pkg I & II) for Construction of CHP for Transportation of Coal (10 Mty) at Mahanadi Coalfields Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha
ii.	Client		Mahanadi Coal Limited (MCL)
iii.	Type of Tender	NIT	Lump Sum Basis
iv.	Earnest Money Deposit	NIT	Rs. 5,24,488/-
v.	Estimated Cost	NIT	2,62,24,407/- (Excluding GST)
vi.	Time for completion of work	NIT	08 months from Contractual Commencement date.
vii.	Mobilization Advance	ACC Cl. No. 5	As per Additional Conditions of Contract
viii.	Interest Rate on Mobilization Advance	ACC Cl. No. 5	As per Additional Conditions of Contract
ix.	Number of Installments for recovery of Mobilization Advance	Cl. No. 5	As per Additional Conditions of Contract
x.	Schedule of Rates applicable		Market Rate
xi.	Validity of Tender	NIT	90 days from the last date of submission of bid
xii.	Security Deposit cum Performance Guarantee	ACC (Cl. No. 3)	5% (Five Percent only) of the contract value of the accepted tender within 21 (twenty-one) days from the date of issue of Purchase Order (PO)/ Letter of intent (LOI). If required, any extension of time beyond 21 days and up to 60 days may be granted by the Competent Authority. However, a penal rate of interest @ 12% per annum shall be charged for the delay in submission of Security Deposit after 21 (twenty one) days i.e. from 22 nd day to the date of submission of Security Deposit but within 60 days after the date of issue of PO/ LOI. Further, if 60 th day happens to be declared holiday in the concerned office of EPI, submission

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			<p>of Security Deposit can be accepted on the next working day. The SDPG shall be submitted in the form of Bank Guarantee (format enclosed), from any Nationalized bank / Scheduled Bank / Commercial Bank or in the form of Insurance Security Bonds or Account Payee Demand Draft or Fixed Deposit Receipt or online Payment in an acceptable form. This SDPG shall be initially remain valid up to 90 (ninety) days after the end of Defect Liability Period (DLP). In case, the time for completion of work gets extended, the contractor shall get the validity of SDPG extended to cover such extended time for completion of work plus DLP plus 90 days.</p> <p>In case, even after 60 days from the date of issue of PO/ LOI, the Bidder fails to submit the Security Deposit of the requisite amount, PO/ LOI will stand withdrawn and EMD of the Bidder shall be forfeited.</p> <p>SDBG shall be released to the contractor after successful completion of DLP without any interest.</p>
xiii.	Retention Money	ACC (Cl. No. 6)	5% from each Supply RA Bill. It will be released after 1 year without any interest after successful completion of Performance Guarantee Test. OR 12 months from the last lot of supply against BG of equivalent amount valid till DLP whichever is earlier.
xiv.	Time allowed for starting the work	ACC (Cl. No. 2)	10 (Ten) days from the date of issue of LOI
xv.	Defect Liability Period	ACC (Cl. No. 16)	2 years from successful completion of the Performance Guarantee (PG) test.
xvi.	Arbitration	ACC (Cl. No. 18)	As per Additional Conditions of Contract
xvii.	Jurisdiction	76.3	Courts at New Delhi

SIGNATURE OF BIDDER :

NAME (CAPITAL LETTERS) : _____

OCCUPATION : _____

ADDRESS : _____

SEAL OF BIDDER :

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INSTRUCTIONS TO TENDERERS (Suppliers)

1. Sealed tenders in the prescribed form are invited by Engineering Projects (India) Limited, New Delhi.
2. The tenderer is requested to sign each page of tender document and return the complete tender documents.
3. Tenders shall be submitted in sealed envelope marked with 'Title', 'Number' and 'Last Date of receipt of Tender' for the items as given in the 'Covering Letter inviting Tender' at the following address by Registered Post or through messenger within the last date of receipt of tender given in the letter inviting Tender:

Contracts & Engineering Division
Engineering Projects (India) Limited,
Core-3, Scope Complex,
7, Institutional Area,
Lodhi Road, New Delhi – 110003

4. The tenderer is required to submit their offer in 2 separate sealed and super scribed envelopes indicating the following:-

1st Envelope (Techno-Commercial Bid)

The tenderers are requested to furnish the documents as required in clause no. 25 in respect of the credentials of the tenderer in this envelope.

In this envelope the tenderer should also keep the complete tender documents duly signed and stamped by them on each page as their acceptance, deviation sheet and unpriced copy of price bid and super scribe the envelope with "Techno-Commercial Bid".

2nd Envelope (Price Bid)

The form of Price Bid duly filled in with the item rates both in words and figures in the same form as issued to tenderers should be submitted in this envelope, with superscription "Price Bid" No terms and conditions or deviations if any or any other thing should be kept in this envelope.

The sealed price bid of such tenderers who are found suitable on scrutiny of documents furnished by them i.e. pre-qualification and technically acceptable shall only be opened. The tenders of all such parties, who are not found suitable, shall not be considered and their earnest money deposit will be returned.

The two envelopes should be enclosed again in a sealed cover super scribed as mentioned in Para-3.

5. The bidders should quote in words as well as in figures the item rates quoted by them. In absence of which the bids may not be considered and are likely to be rejected. The amount of each item should be worked out and requisite totals given.

All corrections/cuttings should be signed by the tenderer. Each page of the tender should be signed by the tenderer. In the event of discrepancy between rate in figures and words the rate quoted in words shall be treated as correct. In case there is discrepancy between rate and amount worked out the rate quoted shall be taken as correct and not the amount.

6. EPI takes no responsibility for tenders lost/delayed in postal transit and therefore, tenderers should lodge their tenders sufficiently in advance.
7. Tenders shall be accompanied by Earnest Money deposit for the amount indicated in the 'Covering Letter inviting Tender' in the form of crossed Demand Draft drawn in favour of "Engineering Projects (India) Ltd." payable at Delhi or Bank Guarantee from a Nationalized Bank/Schedule Bank in the prescribed enclosed performa valid for 120 days from the due date of tender. Tender not accompanied with Earnest Money are liable to be rejected.

This must be submitted in 1st envelope super scribed as "Techno –Commercial". The tenderer must not keep Earnest Money with Price Bid in 2nd envelope.

8. The EPI's format for Bank Guarantee towards 'Earnest Money Deposit' and "Security Deposit cum Performance Guarantee" is enclosed herewith.
9. EPI reserves the right to postpone the tender due date and issue required amendment, if any. There will be no public tender opening. However, selected tenderers may be called for discussions/clarifications after the tenders have been scrutinized.
10. Earnest Money shall be returned to the unsuccessful tenderer after decision has been taken on award of the contract.
11. Earnest Money of the successful tenderer shall be converted in to a part of the security deposit/returned on receipt of Security Deposit and unconditional acceptance of the order.
12. Tenders must be duly signed with date and sealed. An attested copy of power of attorney/affidavit/Board Resolution executed as under shall accompany the tender documents.
 - a) In case of Sole Proprietorship, an affidavit of Sole Proprietorship and if the tender is signed by any other person Power of Attorney by the Sole Proprietor in favour of signatory.
 - b) In case of Partnership, if document is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the documents authorizing him to sign the documents. The person signing the documents should also have a specific authority to refer disputes with the partnership firm to arbitration.
 - c) In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.
13. The tenderer shall furnish the name (s) and designation of relative (s) if any, employed by EPI.
14. Tenders with following discrepancies are liable for rejections;
 - a) Tenders with over-written or erased rates or rates and amounts not written in both figures and words.
 - b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for.
 - c) Tender received after specified date/time whether due to postal or other delays.

- d) Tender in respect of which canvassing in any form is resorted to by the tenderer.
 - e) If the tenderer deliberately gives wrong information in his tender or resorts to unfair methods in creating circumstances for the acceptance of his tender, EPI reserves the right to reject such tender at any stage.
15. No deviation shall be allowed from the terms and conditions stipulated in the tender documents and tender containing deviations are liable to be rejected. Deviations, if insisted upon must be specified in a separate 'Deviation Sheet' and kept in 1st envelope along with techno-commercial bid, otherwise, the tenderer shall be deemed to have accepted all conditions specified in these tender documents. Normally no deviation is accepted.
 16. EPI reserves the right to split the order.
 17. The tender shall remain open for acceptance for a period of 90 days from the due date for receiving the tender by EPI. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable, Engineering Projects (India) Limited without prejudice to any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.
 18. These instructions to tenderers shall form part of the tender documents.
 19. Successful tenderer must furnish Security Deposit as specified in tender documents within the time specified in the letter-communicating acceptance of his offer failing which the Earnest Money will be forfeited. The successful tenderer may also be required to enter into a contract agreement with EPI.
 20. Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & condition and specifications etc. No claim within the purview of this clause shall be entertained at any stage.
 21. EPI reserves the right to reject any or all tenders without assigning any reasons thereof and does not bind itself to accept the lowest tender.
 22. In case the tender cannot be submitted for any reasons the complete set of Tender Documents in full shall be returned promptly but not later than 15 days from the due date to the address mentioned above for submitting the tender failing which the defaulting tenderer may not be considered for issue of future enquiries by EPI.
 23. The order shall be governed by the Indian Laws for the time being in force.
 24. Jurisdiction: All disputes shall be subject to Delhi Courts alone.
 25. Tenderer shall submit the following documents in respect of their credentials along with their tender in the 'first envelope'.
 - a) List of orders of similar items executed during the last 5 years indicating name of the client, value, date of order and delivery.
 - b) List of order under execution indicating name of the client, value, date of order and delivery.
 - c) Audited balance sheet and profit and loss account for the last 3 years.
 - d) Registration Certificate/Memorandum of Association/Partnership Deed.

- e) Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings, etc.
- f) Sales Tax Clearance Certificate.

Seal and signature of
the Tenderer

ADDENDUM TO INSTRUCTIONS TO TENDERERS

Mode of submission of tender is through e-bids only. Hence clause no. 1 of ITT is deleted.

Kindly refer "Special instructions to Bidders for e-tendering" for downloading & uploading of tender documents as per NIT.

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Special instructions to Bidders for e-Tendering

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online only and submitted in CPP Portal i.e. www.etenders.gov.in.

Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
 - *Technical-Part*
 - *Financial-Part*

Submission of Bid:

The Bidder should upload the scanned copies of all the original documents as mentioned in **NIT Clause No. 23.0** and Bid-Annexures during Online Bid-Submission in addition to PQ documents listed in **NIT Clause No. 2.0**.

Bidder's guide for CPP Portal:

Please refer

Appendix 1 - Bidder Registration Module &

Appendix 2 - Bid Submission Module for assistance in online bidding procedure.

Please note that at the end the bid must be final submit, otherwise the same will not be considered.

For any assistance regarding the Tender Document and/or term and conditions the bidders may contact at EPIL:

**Sh. Tarun Kumar, DGM (T)
C&E Division**

Engineering Projects (India) Ltd.
Core 3, Scope Complex,
Lodhi Road, New Delhi – 110003
Ph. 011-24361666 Ext. 2339, 2315
E-mail: tarun.kumar@epi.gov.in

For any assistance during bid submission, system settings etc. bidders may contact at CPPP:

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002 , 0120-4001 005 , 0120-6277 787

International Bidders are requested to prefix +91 as country code

Technical - support-eproc@nic.in

Policy Related - cphp-doe@nic.in

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BIDDER INFORMATION
(To be submitted by Bidder on its Letter Head)

Company Name*	
Registration Number*	
Registered Address*	
Name of Partners/Directors	
Bidder type* Indian/Foreign	
City*	
State*	
Country*	
Postal code*	
PAN/TAN/GST Number*	(PAN/TAN number must have 10 characters. e.g. AESTG2458A)
Company's Establishment Year	
Company's Nature of business*	
Company's Legal status* Limited company/ Undertaking/Joint venture/Partnership/others	
Company Category* Micro unit as per MSME/ Small unit as per MSME/ Medium unit as per MSME/ Ancillary unit/Project of affected person of this company/SSI/others	
Contact Details	
Enter Company's Contact Person Details	
Title * Mr/Mrs/Dr/Shree/Ms	
Contact Name*	
Date of Birth* (DD/MM/YYYY)	
Correspondence Email*	(Correspondence Email ID can be same as your Login ID. All The mail correspondence will be sent only to the Correspondence Email ID.)
Designation	
Phone *	(Phone details eg: +91 44 22272449)
Mobile*	

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BANK DETAILS

PAN NO*	
GST NO*	
NAME OF BANK*	
ACTIVE BANK A/C DETAILS*	
A/C NO*	
A/C TYPE*	
BRANCH ADDRESS*	
IFSC *	

*Mandatory information (must be filled by the bidders)

Sign and Stamp of Bidder

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Site Visit Declaration
(To Be Enclosed In Letter Head)

To,

C&E Division

Engineering Projects (India) Ltd.
Core 3, Scope Complex,
Lodhi Road, New Delhi - 110003

REF: Tender for Supply, Erection, Testing and Commissioning of Balance Utility Works comprise of Dust Suppression System, Plant Cleaning System, Slurry Pumps, Drinking water system, Plant Ventilation, Pressurization and Air Conditioning System (for Pkg I & II) for Construction of CHP for Transportation of Coal (10 Mty) at Mahanadi Coalfields Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha

NIT No: DLI/CON/933/814 dtd. 20.02.2024

Dear Sir,

I/We ----- Undersigned visited the project site on ----- and collected all the required information and data regarding availability of material and noted the environmental condition. I have also signed the attendance register maintained at site in presence of EPI's representative.

Yours faithfully,
(Signature of the Tenderer)

Seal of Tenderer
Dated:

Signature of the EPI's site in-charge
Date:

UNDERTAKING
(To Be Enclosed In Letter Head)

REF: Tender for Supply, Erection, Testing and Commissioning of Balance Utility Works comprise of Dust Suppression System, Plant Cleaning System, Slurry Pumps, Drinking water system, Plant Ventilation, Pressurization and Air Conditioning System (for Pkg I & II) for Construction of CHP for Transportation of Coal (10 Mty) at Mahanadi Coalfields Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha

NIT No: DLI/CON/933/814 dtd. 20.02.2024

This is to confirm that the following persons are the present Directors of the company/firm:

- 1.
- 2.
- 3.

It is further confirmed that none of the above Directors is Associated with any other company/firm which is quoting for the above referred tender of EPI.

The details of constitution of M/sis submitted along with this annexure.

In case, at any later stage the above information is found incorrect, EPI can cancel our BID/LOI/Contract Agreement and may take any suitable action deemed fit against our company.

Authorized Signatory
CEO/Proprietor/MD

Date:

Name & Seal of the Company

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LOCAL CONTENT DECLARATION
(To Be Enclosed In Letter Head)

REF: Tender for Supply, Erection, Testing and Commissioning of Balance Utility Works comprise of Dust Suppression System, Plant Cleaning System, Slurry Pumps, Drinking water system, Plant Ventilation, Pressurization and Air Conditioning System (for Pkg I & II) for Construction of CHP for Transportation of Coal (10 Mty) at Mahanadi Coalfields Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha

NIT No: DLI/CON/933/814 dtd. 20.02.2024

Wethe statutory auditor (or as the case may be)of M/s.....(Name of the bidder) hereby certify that M/s.....(Name of the Bidder) meet the mandatory minimum local content requirement of the tender as per Public Procurement (Preference to Make in India)- local content policy quoted vide offer no. dated against EPI NIT No. dtd. by M/s (NAME OF THE BIDDER). The percentage of local content in the bid is% and the items offered in the bid meets the minimum local content and shall give details of the location (s) at which the local value addition is made.

(Sign & Stamp of Statutory Auditor)

Date:

Sign and Stamp of Bidder

Sign and Stamp of EPIL

BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s./ Sh.
..... having marginally noted address as a
Customer of our bank are/ is respectable and can be treated as good for any
engagement upto a limit of Rs. (Rupees
.....)

This certificate is issued without any guarantee or responsibility on the bank or any of
the officers.

(Signature) For the Bank

NOTE

1. Bankers Certificates should be on letter head of the Bank, addressed to tendering authority .
2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.

FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

"It is to certify that as per the audited balance sheet and profit & loss account during the financial year, the Net Worth of M/s (Name & Registered Address of individual/firm/ company), as on (the relevant date) is Rs. after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30 % in the last three years ending on (the relevant date)."

Unique Document Identification Number (UDIN).....

Signature of Chartered Accountant

Name of Chartered Accountant

Membership No. of ICAI

Date and Seal

PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

In consideration of Chairman & managing Director, Engineering Projects (India) Limited, (A Govt. of India Enterprise), Core-3, Scope Complex, Lodhi Road, New Delhi Pin-110003 (hereinafter called the EPI) having agreed to accept bank Guarantee of Rs..... in lieu of EARNEST MONEY DEPOSIT from (hereinafter called the Supplier/ Contractor/ Sub-Contractor, which expression shall include its heirs, successors and assignees) in respect of the Tender for

We, bank having its registered/head office at (hereinafter referred to as the Bank) do hereby agree and undertake to pay to EPI without demur or protest an amount not exceeding Rs..... on demand by EPI.

We the above said Bank further agree and undertake to pay the said amount of Rs..... without any demur on demand within 48 hours. Any demand made on the Bank by EPI shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

We the above said Bank further agree that the guarantee herein contained shall be in full force and in effect until date

Unless a demand or claim under this guarantee is made on us in writing on or before date, we shall be discharged from all liabilities under this guarantee thereafter.

We, the above said Bank, further agree that EPI shall have full liberty, without our consent and without affecting in any manner our obligation to verify, modify or delete any of the conditions.

We, the above said Bank, lastly undertake not to revoke this guarantee during its currency except with the prior consent of EPI in writing.

Dated..... this day of.....200.

For and on behalf of the Bank

NOTE: on a Non-Judicial stamp paper of Rs. 100/- (Rupees One hundred only)

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Sign and Stamp of EPIL

PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

To
The Chairman & Managing Director
Engineering Projects (India) Ltd.
Core-3, Scope Complex,
7, Institutional Area,
Lodhi Road, New Delhi-110 003

Dear Sir,

In consideration of the Chairman & Managing Director, Engineering Projects (India) Limited, (hereinafter called 'EPI' which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions of contract No. Dated made between hereinafter called the Contractor and EPI in connection with (hereinafter called the 'the said Contract') to accept a Deed of guarantee as herein provided for Rs. from a Scheduled Bank in lieu of the Security Deposit to be made by the contractor, for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, we the Bank (hereinafter refer to as 'the said Bank') a Company under the Companies Act 1958 and having our registered office at do hereby unconditionally and irrevocably undertake and agree to indemnify and keep indemnified the EPI from time to time to the extent of Rs. (Rupees only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused or suffered by EPI by reason of any breach or breaches by said Contractor of any of the terms and conditions contained in the said Contract and or any amount becoming due for non-performance and/or penalty as assessed by EPI and to unconditionally pay the amount claimed by EPI on demand and without demur.

2. We, the said Bank further agree that EPI shall be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the EPI on account thereof and the decision of EPI that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by EPI from time to time shall be final and binding on us.

3. We, the said bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of EPI under the said Contract or by virtue of any of the terms and conditions governing the said contract have been fully paid and its claims satisfied or discharged and till EPI certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor, and accordingly discharge this guarantee subject, however, that EPI shall have no claim under this guarantee after years from the date of expiry of the guarantee unless a notice of the claim under this guarantee has been served on the Bank before the expiry of the said period of years in which case the same shall be enforceable against the said Bank notwithstanding the fact, that the same is enforced after the expiry of the said period of years.

4. EPI shall have the fullest liberty without affecting in any way the liability to the said Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract, to extent time of performance by the said Contract or to postpone for any time and from time to time any powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and

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conditions governing the said contract or securities available to EPI and the said Bank shall not be released from its liability under these present by any exercise by EPI of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the said Bank from its such liability.

5. This guarantee/undertaking shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the supplier but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to EPI in terms thereof.

6. The Bank hereby waives all rights at any time in consistent with the terms of this guarantee/undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reasons of any dispute or disputes having been raised by the supplier (whether or not pending before any arbitrator, Tribunal or court) of any denial or liability by the supplier stopping or preventing or purporting to stop or prevent any payment by the Bank to the EPI in terms hereof.

7. The amount stated in any notice of demand addressed by EPI to the Bank as liable to be paid to EPI by the supplier or as suffered or incurred by the EPI on account of any losses or damages or costs, charges and/ or expenses shall be conclusive evidence of the amount so liable to be paid to EPI or suffered or incurred by EPI as the case may be and shall be payable by the Bank to EPI in terms hereof.

8. This guarantee/undertaking shall be a continuing guarantee/undertaking and shall remain valid and irrevocable for all claims of EPI and liabilities of the supplier arising upto and until midnight of

9. This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever the EPI may now or at any time anywise may have in relation to the Supplier's obligations/libilities under and/or in connection with the said supply contract, and EPI shall full authority to take recourse to or enforce this security in preference to any other guarantee or security which EPI may have or obtain and there shall be no forbearance on the part of EPI in enforcing or requiring enforcement of any other security and shall not have the effect of releasing the Bank from its full liabilities hereunder.

10. It shall not be necessary for EPI to proceed against the said contractor before proceeding against the bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the EPI may have obtained or obtain from the contractor, shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.

11. We, the said Bank undertake not to revoke this Guarantee during its currency except with the consent of EPI in writing and agree that any change in the Constitution of the said Contract or the said Bank shall not discharge our liabilities hereunder.

12. We, the said Bank further undertake that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or any dispute is being referred to arbitrator.

13. Notwithstanding anything contained here above, our liability under this guarantee shall be restricted to Rs. (Rupees only) and this guarantee shall remain in force till unless a claim is made on us within 3 months from that date i.e. before all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities hereunder.

Sign and Stamp of Bidder

Sign and Stamp of EPIL

Date day of 20.....

For and on behalf of Bank

Sign and Stamp of Bidder

Sign and Stamp of EPIL