



ENGINEERING PROJECTS (INDIA) LTD.

(A. Govt. of India Enterprise)

**C&E Division, C.O., Core-3 Scope Complex, 7, Lodhi Road
New Delhi-110003**

Tender No EPI/CO/CON/968/808

Dated: 15.03.2024

NOTICE INVITING e- TENDER (NIT)

- 1.0 Tender for “Design, Engineering, Supply, Installation & Construction of 150 m high RCC Single New Wet Chimney with Single (1 No.) Flue with Lining and other auxiliary works required to complete the Chimney package (EPC mode) in all respects for FGD system 500 MW Unit No.6 of Ukai Thermal Power Station under GUJARAT STATE ELECTRICITY CORPORATION LIMITED (GSECL)”.**

Engineering Projects (India) Ltd. invites the open online **e-Tender** on **EPC lump sum rate** in Single Stage Two Envelope system (Technical Bid & Price Bid) through e-Tendering for **“Design, Engineering, Supply, Installation & Construction of 150 m high RCC Single New Wet Chimney with Single (1 No.) Flue with Lining and other auxiliary works required to complete the Chimney package (EPC mode) in all respects for FGD system 500 MW Unit No.6 of Ukai Thermal Power Station under GUJARAT STATE ELECTRICITY CORPORATION LIMITED (GSECL) ”** for the following works:

Sr. No.	NAME OF WORK	TIME OF COMPLETION	EMD (Rs.)	TENDER FEES (Rs.)
1	Tender for “Design, Engineering, Supply, Installation & Construction of 150 m high RCC Single New Wet Chimney with Single (1 No.) Flue with Lining and other auxiliary works required to complete the Chimney package (EPC mode) in all respects for FGD system 500 MW Unit No.6 of Ukai Thermal Power Station under GUJARAT STATE ELECTRICITY CORPORATION LIMITED (GSECL)	15 Months (Fifteen Months) + DLP- 18 Months	Rs 58,15,000.00 (Rupees Fifty Eight Lakhs Fifteen Thousand only)	Rs.25,000/- (Rupees Twenty Five Thousand Only) plus GST @ 18% (i.e. Rs. 29,500/-)

2.0 Project site Information Ukai TPS:

The nearest railway station is Songadh, 10 kms away. The station has siding facilities suitable for handling project equipment. The railway track is broad gauge. The site is easily approachable by National Highway NH-08 at a distance of about 90 Kms.

The nearest town is Songadh which is about 6-8 Kms away from Ukai. Nearest Airport is Surat at a distance of about 100 KM from site. Nearest Sea Ports are Mumbai and Kandla.

3.0 Time schedule of Tender activities:

i	Start Date & Time for Uploading of tender documents	15.03.2024 from 18:00 hrs
ii	Last Date & Time of Submission of Tenders (online)	06.04.2024 till 15:00 hrs
iii	Date & Time of online Opening of tender (Technical Bid)	08.04.2024 at 15:30 hrs
iv	Last date of submission of pre bid queries	22.03.2024 till 17:00 hrs
v	Pre-bid Meeting through VC	27.03.2024 at 12:00 hrs

4.0 Brief Scope of Work:

The detailed of scope is briefly given below but not limited to:

Design, Supply & Construction (EPC based) of RCC Single New Wet Chimney of 150 m height. The wet stack shall be designed as per the guideline of EPRI Revised Wet Stack Design Guide complete in all respects including Civil, Structural and Architectural works, Fabrication & Erection of Steel Flue Can, Installation of Lining over inner surface of Steel Flue Can, Supply & Installation of Electrical & C&I Items in conformity with the approved Layout etc., to complete the Chimney Package in all respects at GUJARAT STATE ELECTRICITY CORPORATION LIMITED (GSECL), Ukai Thermal Power Station (500 MW) Unit No.06 including but not limited to the following:

A) Chimney Construction Work: -

- i) Design & Construction of new wet RCC chimney of height of 150 meter consisting of one (1) number of wet flues. The wet chimney shall be suitably lined. The wet stack shall be designed as per the guidelines of EPRI Revised Wet Stack Design Guide.
- ii) Provision of Wet Chimney Condensate Collection System.
- iii) Wet Stack model Study and design of stack.
- iv) Designing and developing physical models for liquid collector.
- v) Transition duct from flue liner up to Expansion joint
- vi) Internal platforms and staircase
- vii) Expansion compensators
- viii) Rack & Pinion type Elevator including inspection.
- ix) Aviation lights and associated Electrical Works
- x) Associated Controls & Instrumentation Works
- xi) Paintings and Misc. works

- xii) Wind tunnel test of proposed chimney with existing structure along with chimney is to be carried out and accordingly new wet chimney design and location shall be finalized.
- B) In addition to above listed activities, certain site related modification works including Nallah diversion, rerouting of road, drain and shifting of existing drain are to be executed.

Apart from above, any other services required for completeness of the Chimney EPC Package and as per direction of EPI are deemed to be included in the scope of work.

5.0 Minimum Qualifying 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 completed works each costing not less than the amount equal to Rs. **19.26 Crs.**

Or

Two similar completed works each costing not less than the amount equal to Rs. **24.10 Crs.**

Or

One similar completed work costing not less than the amount equal to Rs. **38.52 Crs.**

The ‘similar works’ shall mean “Construction of minimum 120 Meter high RCC chimney works including flue liner”.

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.

- i. For evaluation purpose, the completion cost of works mentioned in the Completion Certificate shall be enhanced by 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 Government Organizations / Semi Government Organizations / State Government Public Works Department / Central Government / Public Sector Undertakings / Autonomous Bodies / Municipal Bodies / Public Limited Companies listed on BSE / NSE and private party shall be accepted for assessing the eligibility of the tenderer. However, the certificates issued by Public Limited Company & Private Party must be supported by work order & TDS certificates for completed value.
- iv. Bidder or its design agency (ies) should have carried out design & detailed engineering of at least one RCC chimney works including flue liner of minimum 120 Meter height. A declaration regarding the same to be submitted by bidder along with the bid documents.

- b) Should have average annual financial turnover on works amounting at least Rs. **24.10 Crs** during the last three consecutive financial years ending on 31.03.2023 duly certified by a Chartered Account along with Unique Document Identification Number (UDIN) issued by ICAI is 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 including therein balance sheet and statement of profit & loss and a Certificate from Chartered Accountant along with UDIN issued by ICAI is also to be submitted.
- d) Should have a Banker's Certificate from a Nationalized/ Scheduled Bank of the amount equal to Rs. **19.26 Crs** 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 Rs. **4.81 Crs.** issued by certified Chartered Accountant with Unique Document Identification Number (UDIN). The Net Worth certificate shall be of the last financial year ending on 31.03.2023.

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

- e) Bidder has to submit undertaking regarding details of Constitution of firm/Company along with the details of its directors as per enclosed Annexure-XII. In case the bidder fails to submit Constitution of firms with the bid along with the details of its firm Directors as per Annexure-XII their bid will be rejected.
- f) The bidder firm must not be blacklisted or debarred by any Organization at the time of submission of bid and no work awarded to Firms should have been terminated during last 03 years on the ground of unsatisfactory performance. The firms are required to submit undertaking on their company's letter head in this regard.
- g) 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, will be carried out by EPI. If not found satisfactory by EPI, their bid will be considered non-responsive and rejected.

Note: Chimney Vendor approval: All the technical details submitted by bidders will be forwarded to GSECL for their approval, after approval from GSECL, price bid will be opened.

6.0 Additional Documents to be submitted with bid:

- a) It is desired that the bidder visits the site before submitting the bid to assess the Ground condition and working conditions at site. Incase bidder decide not to visit site, they shall be responsible for all the consequences there of. Bidder to submit a self-declaration with the bid in respect of the same.
- b) 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. Also “local supplier/ bidder at the time of tendering, bidding or solicitation shall be required to provide self-certification in his letter head that the item offered meets the minimum local content and shall give the details of the location(s) at which the local value addition is made”.(Certificate as Annexure XIII.)

- c) Should have valid Permanent Account Number of Income Tax (Copy of PAN to be enclosed).
- d) It is desirable that the bidder should have valid PF Registration No. In case, the bidders do not have PF Registration No, the same shall be obtained by successful bidder within one month from the date of LOI or before release of First RA Bill.
- e) Should have GST Registration No. (Copy of GST Registration certificate to be enclosed).
- f) 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.

7.0 Tender documents comprising of the following are available on the website of EPI: <http://www.engineeringprojects.com> and as well as on CPP Portal <https://etenders.gov.in/eprocure/app>

- (i) **VOL-I:** Notice Inviting Tender (NIT), Special instructions to Bidders for e-Tendering, Letter of Undertaking (Annexure-I), Form of tender (Annexure-II), Site visit declaration (Annexure-III), Details of work experience certificate (Annexure-IV), Details of Similar works (Annexure-V) and Details of work in hand (Annexure-VA), Financial details (Annexure-VI), TDS details for Private sector projects (Annexure-VII), Bankers Certificate for a scheduled bank (Annexure-VIII), Bidders Information (Annexure-IX), Memorandum(Annexure-X), Affidavit (Annexure-XI), Undertaking (Annexure-XII), Local content Certificate (Annexure-XIII), Work experience certificate format ((Annexure-XIV), Proforma for bank guarantee in lieu of EMD (Annexure-XV), Proforma for Security deposit cum performance guarantee (Annexure-XVI),Details of Manpower (Annexure-XVII), Details of Machinery/ Equipment (Annexure-XVIII), Declaration for chimney design, Integrity Pact, General Conditions of Contract (GCC), Additional Conditions of Contract (ACC) And Bidder Registration And Bid Submission Module.
- (i) **VOL-II:** Brief scope of work, Project Synopsis, Technical Specifications, List of Approved Sub-Vendor, Mandatory Spare, Datasheet for chimney design and General Layout Drawing.
- (ii) **VOL-III:** Price Bid.

8.0 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.

The tenderer shall furnish the name(s) and designation of relative(s) if any, employed by EPI.

- 9.0** Any agencies willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System; through logging on to <https://etenders.gov.in/eprocure/app> the agency has to click on the link for e-Tendering site as given on the web portal.

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

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

Instructions / Guidelines for tenders for electronic submission of the tenders have been annexed for assigning the agencies to participate in e-Tendering. **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.

They may obtain further information regarding this tender from **Inviting Authority** at the address given in NIT from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

- 11.0** Bidders can download the bid document from the portal without registering or paying document fees in advance within due course of time, however interested bidders have to pay tender fees for participating in the tendering and submitting the bid **Rs.25,000/- (Rupees Twenty Five Thousand Only) plus GST @ 18% (i.e. Rs. 29,500/-)** as non-refundable document fees and the bidders have to submit, the scanned copy of Tender fee receipt after depositing the tender fee online through RTGS/ NEFT in EPI's Bank Account (as mentioned Below) along with the online bid. Separate tender processing fee to be paid online to CPP Portal.

Note: Being a "Works Contract" MSE benefits are not applicable.

1) Name of Beneficiary	:	Engineering Projects (India) Ltd.
2) Account No.	:	200001601125
3) Name of Bank	:	IndusInd Bank, M-56, Greater Kailash – II,
	:	(Main Market), New Delhi – 110048
4) IFSC Code	:	INDB0000012

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

- 12.0** E-Bids must be submitted/ uploaded along with scanned copies of relevant documents pertaining to **Clause no. 5.0, Clause no. 6.0, and Clause no. 24 (a) to (aa)** 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 scanned copy of EMD an Earnest Money Deposit (EMD) of Rs. 58,15,000.00 (Rupees Fifty Eight Lakhs Fifteen Thousand only). Original EMD in the form of BG/DD/FDR/Insurance Security Bonds shall be submitted as and when demanded by EPI or before opening of the Price Bid whichever is earlier. The Earnest Money Deposit (EMD) can be either in the form of Crossed Demand Draft or Pay Order only of any Nationalized Bank /Scheduled Bank or Insurance Security Bonds, Fixed Deposit Receipts, Bankers Cheque or Bank Guarantee with SFMS from any of the commercial banks or payment online in an acceptable form, Safeguarding the purchaser interest in all respects. The validity of EMD is 150 days from last date of submission. The bank detail is mentioned at Sr. No. – 11. 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.

Tenders submitted without EMD or inadequate amount of EMD shall be rejected. **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.**

13.0 Return of EMD

The earnest money given by all the bidders except the lowest bidder shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. However, Earnest money deposit of unresponsive / not technically qualified bidders during technical bid evaluation etc. shall be returned within 30 days of declaration of result of technical bid evaluation.

- 14.0** The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday taken place on the last day of submission of tender, the next working day will be treated as scheduled day and time for submission of Tender.
- 15.0** 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.
- 16.0** 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/eprocure/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.**

- 17.0** 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.
- 18.0** EPI reserves the right to postpone the tender submission date and issue required amendment, if any 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 or to re-invite tender at its sole discretion. There will be no public tender opening. However, selected tenderers may be called for discussions/ clarifications after the tenders have been scrutinized.
- 19.0** 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. Even after opening of tenders EPI may enter into agreement with more than one party or may enter into agreement for part of the total work included in the tender. In such an event, the contractor shall not be allowed to revise upward their quoted rates.
- 20.0** All prospective MSME bidders are requested to get themselves registered on TReDS platform (www.rxil.in) to avail payment benefits.
- 21.0 Integrity Pact:** For all works tenders valuing Rs.10/- Crores and above and Rs.5/- Crores for tenders relating to supply items. Integrity Pact duly signed by the tenderer shall be submitted. Any tender without signed integrity Pact shall be liable for rejection.
- 22.0** 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”**.

23.0 Disqualification

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

- a) Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.
- b) The Bidder should not be currently declared ineligible /suspended / blacklisted/ banned/ debarred by EPI or by any Central/State Government 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 the submission of Bid.
- c) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.
- d) 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.

- e) In case, any document, information and/or certificate submitted by Tenderer is found to be incorrect/false/fabricated or the Tenderer has breached the terms and conditions 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 be not less than one year extending till maximum for a period of three years.

24.0 Bidders shall submit the following documents duly signed 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.

- a) Letter of Undertaking Annexure-I & Form of Tender-Annexure-II.
- b) Site Visit Declaration Annexure III
- c) Details of Work Experience Certificates –Annexure-IV
- d) Details of Similar Work as per Annexure-V and Details of work in hand (Annexure-VA)
- e) Financial Details as per Annexure-VI
- f) TDS details for Private Sector Projects as per Annexure-VII
- g) Bankers Certificate/Net worth certificate as per Annexure-VIII
- h) Bidder Information as per Annexure-IX.
- i) Memorandum of NIT Annexure-X
- j) Affidavit duly notarized by Notary Public on Non Judicial Stamp Paper of Rs. 100/- for correctness of Documents /Information as per Annexure-XI
- k) Director's details as per Annexure-XII.
- l) Local content certificate as per Annexure-XIII.
- m) Work Experience Certificates consisting of details as mentioned in Annexure-XIV
- n) Scan copy of Earnest Money Deposit (EMD) as per NIT – Annexure-XV.
- o) Proforma for Security deposit cum performance guarantee (Annexure-XVI).
- p) Details of manpower available with Bidder – Annexure XVII.
- q) Document evidence with regard to tender fees.
- r) Integrity pact duly signed by the contractor(For all works tenders valuing Rs.10/- Crores and above and Rs.5/- Crores for tenders relating to supply items). The bidders are required to download the Integrity Pact as uploaded in the tender documents, and sign on the same, put rubber stamp/seal and upload the signed copy on e-tendering websites.
- s) Registration Certificate/Memorandum and Articles of Association/ Partnership Deed /Affidavit.
- t) Valid GST registration, EPF registration and PAN No.
- u) All pages of the entire Corrigendum (if any) duly signed by the authorized person and Pre Bid Clarifications if any.
- v) List of Plant & Equipment's available with bidder.
- w) A notarized self-certification by bidder that " He has not been reprimanded in past 3 years for poor performance and also he has not been debarred by any of his client for unprofessional/ slow work leading to cancellation of his ongoing assignment".
- x) Certification in respect of local content for Public Procurement (Preference to Make In India) order 2017 (amended on 28.05.2018) GOI Guideline as per

clause no.3.0 of NIT.

- y) RPL certificate or undertaking for submission of same.
- z) Power of Attorney

aa) Declaration for chimney design as per clause 5 (a) (iv)

25.0 All correspondence with regard to this tender shall be to the following address:

The Executive Director (C & E Division)

Engineering Projects (India) Ltd.
Core 3, SCOPE Complex, Lodhi Road
New Delhi 110003
Tel No. – 011-24361666 Extn. 2313
E-mail- contracts@engineeringprojects.com

For site related Queries :

Sh. S.N.Maharana

Addl. General Manager

Engineering Projects (India) Ltd.
Mob. No. 9348317133.

Site Address:

Engineering Projects (India) Limited,
Opposite Ramji Mandir,
Fort Songadh- 394670
Junagadh, District-Tapi, Gujarat
Email- epi-fgdukai@epi.gov.in

26.0 FORMAT AND SIGNING OF NIT DOCUMENTS:

- i. The bidder can download the NIT documents and save it in their system and undertake the necessary preparatory work and submit the soft copy of completed documents at their convenience within the final date and time of submission.
- ii. The Bidder shall go through the NIT Documents carefully and list the documents those are asked for submission. Bidder shall prepare all documents including cost of NIT Document, Declaration form, Techno- commercial bid etc.
- iii. Non-submission of eligible documents may render the bid non-responsive. However, the Competent Authority inviting the NIT Tender, if so desires, can ask for eligible copies or original copies for verification within a stipulated period provided such document.
- iv. NIT application / offer cannot be submitted after due date and time. Therefore, only after satisfying that all the documents have been included, the Bidder should submit their bid.

27.0 DEADLINE FOR SUBMISSION OF THE APPLICATION.

- i. Once the date and time is over, the bidder will not be able to submit the NIT. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared a holiday for the Officer inviting NIT tender.
- ii. The NIT may extend the deadline for submission of NIT by issuing Corrigendum.

28.0 LATE SUBMISSION / MODIFICATION / WITHDRAWAL OF BID:

- i. BID received after the due date and time shall not be accepted. No request for extension of the due date indicated shall be entertained unless otherwise specified from EPI.
- ii. If any of the intending bidder wishes to withdraw from participation in the bid, he / she can freely withdraw from the participation before scheduled date and time of closure of Bid Submission. Bidder(s) may modify their bids before the deadline for submission of bids. However, if the bid is withdrawn, the re-submission of the bid is not allowed.
- iii. No bid shall be modified or withdrawn after the deadline of submission of Bids.

29.0 OPENING OF TECHNICAL BIDS AND EVALUATION

- i. NIT opening dates are specified NIT Condition or can be extended vide corrigendum.
- ii. In the event of the specified date of NIT opening being declared a holiday for the Officer inviting NIT tender / Engineer-in-Charge, the NIT will be opened at the appointed time on the next working day.
- iii. The Techno-commercial / Pre-Qualification evaluation of the NIT will be taken up as per the information furnished by the Bidders. But evaluation of the NIT does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the Techno-commercial / Pre- Qualification evaluation through wrong information, necessary action shall be taken against the bidder.

30.0 This tender is covered under Integrity Pact. The particulars of IEM (independent External Monitor) of EPI is as under:

- a) Shri Arun Kumar Sharma,
Email id: sharmaak6@gmail.com
- b) Shri Animesh Chauhan,
Email id: animeshchau@gmail.com

31.0 In case of abnormally low bid EPI may seek written clarifications from the bidder including detailed price/rate analysis, time schedule etc. After evaluation of the aforesaid clarifications documents EPI in order to ensure performance of the contract, may:

- a) Obtain undertaking from the bidder instead of additional performance security, to safeguard EPI interest.
- b) Reject the bid/proposal upon not being satisfied with the documents submitted or upon failure to submit aforesaid undertaking by the bidders.

The decision of EPI on identification of Abnormally Low Bids (ALBs) shall be final and binding on the bidder. In case the bidder does not agree to the identification of ALB or to submit aforesaid undertaking before award of the contract, EPI reserves the right to suspend the bidder in terms of affidavit given by the bidder.

32.0 The format of Integrity Pact is enclosed.

For more information on EPI, visit our website at: <http://www.epi.gov.in>,
<http://www.engineeringprojects.com>

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

Executive Director (C & E Division)

Date:

Special Instructions to Bidders for e-Tendering

1. Some Bidding related Information for this Tender (Sealed Bid).

The entire bid-submission would be online on Electronic Tendering System (ETS) unless otherwise specified for any other Submission mode.

Broad outline of submissions are as follows: Submission of Bid-Parts/Envelopes

1. Technical-Part
2. Financial Part

2. **Submission of Documents:**

The bidders are requested to Upload and submit online all the documents as per the list given below:

S. No.	Description of the Documents
Documents to be signed by the Power of Attorney Holder or the Proprietor (in case the proprietor of the proprietorship company himself is submitting the tender), stamped, scanned and submitted online on portal.	
1.	Scanned copy of Earnest Money Deposit (EMD) with SFMS as per NIT.
2.	Scanned copy of tender fee receipt (RTGS/NEFT) of depositing the tender fee in EPI's Bank account.
3.	Experience certificate of works (to be accompanied by TDS certificates in case the experience certificates issued by public limited companies listed on BS/NSE or private party) as per eligibility criteria of NIT.
4.	Balance Sheet, Net worth Certificate & profit and loss statement for the latest 05 Financial Years.
5.	PAN
6.	GST Registration Certificate
7.	Tender Fee exemption certificate (only for bidders who intend to avail exemption of Tender Fee) (if applicable as per NIT).
8.	Registration certificate/ Memorandum and Articles of Association/Partnership Deed/Affidavit, Incorporation Certificate for Proprietor (for Sole Proprietorship Tenderers).
9.	All tender documents duly signed and stamped or digitally signed.
10.	All Annexure, formats and other documents required as per NIT duly filled, signed and stamped or digitally signed.

3. No documents are to be submitted by bidder in Physical form.

LETTER OF UNDERTAKING
(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)
(TO BE TYPED ON LETTER HEAD)

To,
Inviting Authority

REF.:

NIT No. :

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 Earnest Money for this work is enclosed herewith.

Yours faithfully,

.....Authorized Signatory

Seal of Tenderer

Dated: -----

FORM OF TENDER
(TO BE TYPED ON LETTER HEAD)

To,
Inviting Authority
REF.:

NIT No. :

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 Earnest Money, Security Deposit cum Performance Guarantee, Retention Money 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 Security Deposit cum Performance Guarantee as per Clause 9.0 & 9.1 of 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 theday of -----

SIGNATURE OF TENDERER -----

NAME (CAPITAL LETTERS):-----
-

OCCUPATION -----

ADDRESS -----

SEAL OF TENDERER

Site Visit Declaration
(To be submitted by Bidder on its company Letter Head)

To,
Inviting Authority

REF.:

NIT No. :

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.

Yours faithfully,
(Signature of the Tenderer)

Seal of Tenderer
Dated:

Tender for:

MANDATORY INFORMATION DOCUMENTS:

DETAILS OF WORK EXPERIENCE CERTIFICATES

(Details to be filled online also)

S. No	Name of work and its location	Name of Client	Date and No. of Completion Certificate	Date of Start	Date of Completion	Cost of Work on completion	Value of TDS in case of Private Work	Reference and Page No. of Documentary Proof of the detail missing in completion certificate
1.								
2.								
3.								

1. Certified that the Completion Certificates of above works are enclosed with the Tender Documents.
2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.
3. If any detail is not mentioned in the Work Completion Certificate, documentary proof of the details like drawings, LOA, BOQ, completion certificate/occupation certificate, copy of final bill, etc. is to be submitted and uploaded on Tender Website along with the Completion Certificate.

Signature of Bidder with Seal

Tender for:

MANDATORY INFORMATION DOCUMENTS:**DETAILS OF SIMILAR WORKS**

(Details to be filled online also)

Sr. No.	Name of Work for which Experience certificate has been submitted	Name Of Clients	Date and No. of Completion Certificate	Type of Work FGD/Thermal Power Plant/Or any other Plant.	Height Of Chimney	Ref.& Page No. of Documentary Proof of the detail mentioned in completion certificate
1						
2						
3						

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted and uploaded on Tender Website along with the Completion Certificate.

Signature of Bidder with Seal

Tender for:

MANDATORY INFORMATION DOCUMENTS:

DETAILS OF WORK IN HAND

(Details to be filled online also)

Sr. No.	Name of Work	Name of Clients	Date of Start	Value of Work	% of work Completed	Expected date of Completion
1						
2						
3						

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted and uploaded on Tender Website along with the Completion Certificate.

Signature of Bidder with Seal

Annexure-VI**FINANCIAL DETAILS**

(Details to be filled online also)

Tender For:

MANDATORY INFORMATION DOCUMENTS:

		1 st FY. Rs. (in Lacs)	2 nd FY Rs.(In Lacs)	3rd FY (& last) FY Rs. (In Lacs)
		a	b	C
i.)	Profit/Loss			
ii.)	Gross Annual Turnover of Previous 3 financial years ending as on last day of the preceding Financial Year.			
iii.)	Average Annual Turnover for previous 3 financial years (Rs. In Lacs) = (a+b+c)/3			
iv.)	Net Worth (paid up capital +reserves) as on last day of the preceding Financial Year.			
v.)	Bank Solvency Certificate amount as mentioned in the Bank Solvency			

1. Summarized page of Audited Profit & Loss Account of previous five Financial Years duly certified by the chartered account, is to be submitted.
2. Summarized page of Audited Balance Sheet of last Financial Year (ending on last day of the preceding Financial Year) duly certified by the chartered is to be submitted.

**Signature of Chartered Accountant with Seal
bidder****Seal and Signature of**

TDS DETAILS FOR PRIVATE SECTOR PROJECTS

(Details to be filled online also)

S. No.	Name of Work	Name of Clients	Project Cost in Crores	No. And Date of Completion Certificate	Cost of the work on completion in Crores	Payments Received as per TDS In Crores	TDS Corresponding to the Payments	Year wise TDS as per Form-26AS/Form 16A relating to the work
1.								
2.								
3.								

Note: Value of Work done will be considered commensurate with value of TDS Certificates.

In case of multiple contracts undertaken from a Client, details of TDS/Form- 26AS for each work mentioned above need to be segregated and given separately.

This form need to be supported with Form-26AS taken in HTML format or Form -16A.

Signature of Chartered Accountant **Signature of Bidder with Seal**
With Stamp and Membership Number

BANKERS' CERTIFICATE FROM A NATIONALIZED/ 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

BIDDER'S INFORMATION

(All the bidders must submit the document with filled in data with their offer in Technical bid)

Company Name*	
Registration Number*	
Registered Address*	
Name of Partners/Directors	
Bidder type* Indian/Foreign	
City*	
State*	
Country*	
Postal code*	
PAN/TAN Number*	(PAN/TAN number must have 10 characters. e.g. AESTG2458A) For bidders who do not have PAN/TAN number may enter TEMPZ9999 as the PAN/TAN number.
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/other	
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: +91 044 22272449)
Mobile*	

BANKER DETAILS

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

***Mandatory information (must be filled by the bidders)**

MEMORANDUM
(TO BE ENCLOSED IN LETTER HEAD)

REF:
NIT No.:

SL NO.	Description	Values/Description to be applicable for relevant clause (s)
i.	Name of work	Tender for “Design, Engineering, Supply, Installation & Construction of 150 m high RCC Single New Wet Chimney with Single (1 No.) Flue with Lining and other auxiliary works required to complete the Chimney package (EPC mode) in all respects for FGD system 500 MW Unit No.6 of Ukai Thermal Power Station under GUJARAT STATE ELECTRICITY CORPORATION LIMITED (GSECL).
ii.	Client	GUJARAT STATE ELECTRICITY CORPORATION LIMITED (GSECL)
iii.	Type of Tender	On line EPC Mode Tender
iv.	Earnest Money Deposit	Rs. 58,15,000.00
v.	Time for completion of work	15 Months
vi.	Mobilization Advance	NA
vii.	Interest Rate on Mobilization Advance	NA
viii.	Number of Installments for recovery of Mobilization Advance	NA
ix.	Schedule of Rates applicable	
x.	Validity of Offer	90 days from the last date of submission of bid.
xi.	Security Deposit cum Performance Guarantee	10% (Ten 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 22nd day to the date of submission of Security Deposit but within 60 days after the date of issue of PO/ LOI. Further, if 60th day happens to be declared holiday in the concerned office of EPI, submission of Security Deposit can be accepted on the next working day. The SDPG shall be submitted in the form of Bank

		<p>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 upto 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>
xii.	Retention Money	5% from each RA Bill. It will be released after 18 months after successful completion of DLP, However retention money may be released on submission of equivalent bank guarantee valid up to completion of Defect Liability period after successful completion of work
xiii.	Time allowed for starting the work	10 (Ten) days from the date of issue of LOI.
xiv.	Defect Liability Period	(18) Months from the date of successful Completion of the Facilities (or any part thereof) or twelve (12) months from the date of Operational Acceptance of the Facilities (or any part thereof), whichever occurs first.
xv.	Arbitration	As per Additional Conditions of Contract.
xvi.	Jurisdiction	Courts at New Delhi

SIGNATURE OF BIDDER :

NAME (CAPITAL LETTERS) : _____

OCCUPATION : _____

ADDRESS : _____

SEAL OF BIDDER :

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

(To be submitted in Envelop-1 i.e. Technical bid)

AFFIDAVIT

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)

UNDERTAKING
(To be submitted by Bidder on its company Letter Head)

Ref: NIT No: _____ dtd. _____

Ref: Tender for.....

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

- 1.
- 2.
- .
- .
- .

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

LOCAL CONTENT CERTIFICATE

(From Statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplies other than companies) giving the percentage of local content.)

Ref: NIT No.....Dated.....

Name of tender:

"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 local content requirements of the tender as per Public Procurement (Preference to Make in India) - Local Content policy quoted vide offer no..... .. dated... .. against EPI NIT No dated... .. 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 party shall give details of the location (s) at which the local value addition is made".

Authorized Signatory

Name & Seal of the Issuing Authority

Name of the Client with Address, email & phone no.

Dispatch No.....

Date.....

WORK EXPERIENCE CERTIFICATE FORMAT

Name OF Contractor.....

1	Name of work / project & Location				
2	Name and Address of the Clients				
3	Agreement Amount				
4	Cost of work on completion				
5	Date of start				
6	Stipulated date of completion				
7	Actual date of completion				
8	Amount of compensation levied for delayed completion, if any				
9	Type of Work: Residential/ Non Residential Building				
10	No. of Basements in any Building of this work				
11	Maximum Height of any Building of this work				
12	Maximum No. of storeys of any Building of this work				
13	Performance report	Outstanding	Very Good	Good	Poor
(a)	Quality of work				
(b)	Resourcefulness				
(c)	Financial soundness				
(d)	Technical proficiency				
(e)	General behavior				

Date Name &
 Designation Signature
 with Seal of issuing
 Authority

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

PROFORMA FOR SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

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) Ltd. (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 supply contract /sub-contract no.....

Dated.....made between.....

.....hereinafter referred to as the said Supplier/subcontractor) which expression shall unless repugnant to the subject or context includes its successors and assigns) and EPI in connection with.....

(Hereinafter called 'The said supply Contract/Sub-contract) to accept a Deed Security Deposit-cum-Performance bank guarantee as herein provided for lieu of:

- a) The Security Deposit to be made by the said supplier/sub-contractor for the due fulfilment by the said supplier/sub-contractor of the terms and conditions contained in the said supply contract/subcontract, and
- b) Fulfilment of the conditions of the said supply contract /sub-contract/furnishing a security for the performance of the equipment in accordance with conditions of the said Contract.

We..... (Hereinafter referred to as "the said bank a Government of India Undertaking which expression shall unless repugnant to the subject or context includes its successors and assigns) and having our registered office atdo hereby unconditionally and irrevocably undertake and agree to indemnify and keep indemnified EPI from time to time to the extent of (.....) only against any loss of damages, 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 the said supplier/sub-contractor of any of the terms and conditions contained in the said supply contract/sub-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.

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 supply contract/sub-contract and till all the dues of EPI under the said supply contract/sub-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 supply contract/sub-contract have been fully and properly carried out by the said supplier/ sub-contractor and accordingly discharge this guarantee subject, however, that EPI shall have no claim under this guarantee after 6 months 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 6 months.

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 supply contract/sub-contract to extend time of performance of the said Contract

or to postpone for any time and from time to time any power's exercisable by it against the said Supplier/sub-contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to EPI and the said Bank shall not be released from its liability under these presents by any exercise by EPI of the liberty with reference to the matters aforesaid or by reason of time being given to the said supplier/sub-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.

We, the said bank, further agree that EPI shall be the sole judge of and as to whether the said supplier/sub- contractor has committed any breach or breaches of any of the terms and conditions of the said supply contract/ sub-contact and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by EPI on account thereof and the decision of EPI that the said supplier/sub-contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by EPI from time to time shall be final and binding on the bank.

This guarantee shall be a continuing quarantine and shall remain valid and irrevocable for all claims of EPI and liabilities of the said supplier/sub-contractor arising up to and until mid-night of....., subject the claim period as mentioned in para.....

This guarantee shall be in addition to any other guarantee or security whatsoever that EPI may now or at any time anywise may have in relation to the said supplier/sub-contractor obligation/liabilities under and/or in connection with the said supply contract/sub-contract and EPI shall have full authority to take recourse to or enforce this guarantee 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 ENGINEERING OR REQUIRING ENFORCEMENT OF ANY OTHER SECURITY AND shall not have the effect of releasing the said bank from its full liability hereunder:

EPI shall be at liberty without reference to the said bank and without effecting the full liability of the said Bank hereunder to take any other security in respect of the said supplier's/sub-contractor's obligations and/or liabilities under or in connection with the said contract.

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

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

The amount stated in any notice of demand addressed to EPI to the Guarantor as liable to be paid to EPI by the Supplier/sub-contractor on account of any losses or damages or costs, charges and /or expenses shall as between the said bank and EPI be conclusive providence of the amount so liable to be paid to EPI or suffered or incurred by EPI as the case may be and payable by the said Bank to EPI in terms hereof. We, the said Bank further undertake that we shall pay forthwith the amount stated in the notice of demand to EPI without demur.

We, the said bank undertake not to revoke this quarantine during its currency except with the consent of EPI in writing and agree that any change in the constitution of the said supplier/sub-contractor or the said Bank shall not discharge our liabilities hereunder.

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

Our liability under this guarantee shall be restricted to.....and this guarantee shall remain in force until midnight ofunless a claim to enforce this guarantee is filed with us within six months from (which is date of expiry of this guarantee), we shall be discharged from all liabilities under this guarantee thereafter.

Dated..... This day of 20.....

FOR AND ON BEHALF OF BANK

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

Annexure – XVII

[illegible]

[illegible]

INTEGRITY PACT

Between

Engineering Projects (India) Ltd. (EPI) hereinafter referred to as “**The Principal**”, And
..... hereinafter referred to as “**The Bidder/
Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) / contractor(s)

- 1) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This

applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only.
 - e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) The Bidders(s)/ Contractor(s) will, when presenting their bid, disclose any transgressions with any other company that may impinge on the anti-corruption principle.
 - g) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section3- Disqualification from tender process and execution from further contracts

- (1) If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or to terminate the contract, if already signed for such reason.
- (2) If the Bidder/ Contractor has committed a serious transgression through a violation of section – 2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. These verity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors with the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (3) If the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- (4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section4 - Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section5 – Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section6 - Equal treatment of all Bidders / Contractors /subcontractors

- (1) In case of joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor and submit duly signed Integrity Pact by all the Sub-contractors.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section8 - Independent External Monitor /Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, EPI.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional

access to his project documentation. The same is application to Subcontractors.

- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, EPI and rescues himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the independent External Monitor shall give an opportunity to the Bidder/ Contractor to present its case before making its recommendations to the Principal.
- (7) The Monitor will submit a written report to the Chairman EPI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (8) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the EPI Board.
- (9) If the Monitor has reported to the Chairman EPI, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Chairman EPI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (10) The word "Monitor" would include both singular and plural.
- (11) Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure/ role as independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contactor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of EPI.

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi
- 2) Changes and supplements as well as termination notices need to be made in

writing. Side agreements have not been made.

- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.

(For & On behalf of the Principal) (For & On behalf of Bidder/ Contractor)

(Office Seal)(Office Seal)

Place.....
Date.....

Witness 1:
(Name &Address)

Witness 2:
(Name &Address)