



ENGINEERING PROJECTS (INDIA) LTD, CO, NEW DELHI
(भारत सरकार का उद्यम)

EPI/CO/BDD/EOI-247/188

Date: 01.06.2024

**NOTICE FOR PRE-TENDER TIE UP FOR SELECTION OF ASSOCIATE FOR UPCOMING
COAL HANDLING PLANT PACKAGES OF NTPC FOR PACKAGE-1 (COMMON
CONVEYORS UP TO RLS) & PACKAGE-2 (EAST AND WEST CONVEYORS) FOR
TALAIPALLI COAL MINING PROJECT**

1. Engineering Projects (India) Limited (EPI) is a Central Public Sector Enterprise functioning under the aegis of Ministry of Heavy Industries & Public Enterprises and one of the premier engineering services organization of India engaged in execution of multi-disciplinary projects on turnkey basis in India & Overseas.
2. Engineering Projects (India) Ltd. (EPI) invites online open Pre-Tender-Tie Up from eligible bidders who fulfill the eligibility criteria on Single Stage Two Envelope bidding for Associate for:-
Tender: COAL HANDLING PLANT PACKAGES OF NTPC(Envelope-I: Techno-Commercial Bid & Envelope-II: Price Bid).Description of the project may be seen in the Information Memorandum of the Project at the NTPC Portal website <https://eprocurentpc.nic.in/>. However, brief particulars of the Projects are as follows:

S.N	Name of Package	Bid Security (EMD) (in INR Cr.)	Cost of Bid Document	Period of Completion (In Months)	Tender Reference Number & Tender ID for NTPC	Time Schedule
1	Package-1 (Common Conveyors up to RLS) for Talaipalli Coal Mining Project.	2.5	22,500/-	22	2024_NTPC_86503_1 Web : eprocurentpc.nic.in/	11.06.2024 at 3.00 pm
2	Package- 2 (East and West Conveyors) for Talaipalli Coal Mining Project.	5.0	22,500/-	22	2024_NTPC_87088_1 Web : eprocurentpc.nic.in/	19.06.2024 at 3.00 pm

- 2.1 4300 TPH, Belt scales, In line magnetic separator, Metal detector, RCC Ground Bunker of 40000 Tone storage, Rapid Loading System installed below Structural steel RLS Silos including all Mechanical, civil, structural, electrical & control system along with all other auxiliary systems like cold fog dust suppression system, service water system, potable water system, FDPS, air conditioning, ventilation system etc as per scope detailed in Technical Specifications. And as per Client Document no.: Tender ID **2024_NTPC_86503_1** on eprocurentpc.nic.in/.
- 2.2 Brief scope Package 2: broadly consists of trough conveyors of rated capacity 2150 TPH, Belt scales, in-line magnetic separator, Metal detector, reclaim feeders/chain feeders of 1200 TPH capacity, solar panels on coal conveyors, including all Mechanical, civil,

structural, electrical & control system along with all other auxiliary systems like cold fog dust suppression system, service water system, potable water system, FDPS, air conditioning, ventilation system etc as per scope detailed in Technical Specifications. And as per Client Document no.: Tender ID **2024_NTPC_87088_1** on eprocurementpc.nic.in/.

- 2.3 The selected agency has to undergo execution of formal pre-tender tie-up MOU with EPI and the MOU shall be converted in Work Order on back to back basis.
- 2.4 Brief Scope of Work for Package-1 & 2:-
- 2.5 Entire scope of work will be as per Principal Client's (NTPC) tenders.
- 2.6 Selected agency has to undergo execution of formal pre-tender tie-up MOU with EPI and the MOU

3. **ELIGIBILITY CRITERIA**

A. Technical and Financial Qualification criteria for Package-1:-

- 1) Bidder as Parent company (holding company)/Subsidiary company should have completed projects in plant and process industry like in the power/oil/ hydrocarbon sector which includes works like structural steel fabrication, platforms, all relevant Electro Mechanical works to complete plant in process industry and have completed such works of INR 1000 Crs. in cumulative in last 10 years.
- 2) Bidder should have profit in last 5 years with date of ending at the time of submission of BID.
- 3) Bidder should have Net worth of INR 1000 crs with date of ending at the time of submission of BID.
- 4) Bidder should have completed at least two infrastructure projects having cost upto INR 1000 crs ahead of schedule of completion of project in last 10 years.
- 5) Bank Solvency: Bidder should have bank solvency of minimum INR 700 crs.
- 6) The bidder should have manufacturing facility/plant & equipments for fabrication & assembly work in the name of parent company (holding company)/subsidiary company.

B. Qualification criteria for Package-2:-

- 1) Bidder as Parent company (holding company)/Subsidiary company should have completed projects in plant and process industry like in the power/oil/ hydrocarbon sector which includes works like structural steel fabrication, platforms, all relevant Electro Mechanical works to complete plant in process industry and have completed such works of INR 1000 Crs in cumulative in last 10 years..
- 2) Bidder should have profit in last 5 years with date of ending at the time of submission of BID.
- 3) Bidder should have Net worth of INR 1000 crs in last financial year at the time of submission of BID.
- 4) Bidder should have completed at least two infrastructure projects having cost upto INR 1000 crs ahead of schedule of completion of project in last 10 years.

- 5) Bank Solvency: Bidder should have bank solvency of minimum INR 700 crs.
- 6) The bidder should have manufacturing facility/plant and equipments for fabrication & assembly work in the name of Parent company (holding company)/Subsidiary company.
- 3.1 **After receipt of offer for both packages from prospective bidders, it will be EPIL's discretion which packages has to be quoted with selected qualified bidder of respective package.**
- 3.2 **Bidder has to submit offer online for packages in the prescribed format given in BOQ of BID.**
- 3.3 **The price offers of only technically qualified bidders will be opened of packages of BID and it will be as per EPIL procedures. The price offers of remaining packages for which EPI decides not to participate will not be opened.**
- 3.4 **In the identified/selected packages as mentioned in BID where the parties shall qualify to bid and enter into a Pre-Tender Tie Up MOU, Parties shall not participate individually directly or indirectly and /or through any joint venture / consortium etc. entered into with any other company / organization / proprietor / individual constituted for that particular Notice Inviting Tender (NIT).**
- 3.5 **BID submission Fees:- Rs.5000/- + GST = Rs. 5900/- through online mode as per below details:**
- | | | |
|------------------------|---|--|
| a) Name of Beneficiary | : | Engineering Projects (India) Ltd. |
| b) Account No. | : | 200001601125 |
| c) Name of Bank | : | IndusInd Bank, M-56, Greater Kailash – II, (Main Market), New Delhi – 110048 |
| d) IFSC Code | : | INDB0000012 |
- 3.6 **Pre-Bid Meeting is not applicable for this BID.**

Terms & Conditions (& other conditions as per Annexure-I):

- 3.7 **No deviation to conditions shall be accepted. Conditional tenders shall be rejected, and no additional clause shall be entertained. All rights reserved upon EPI in this regard.**
- 3.8 **Undertaking towards acceptance of other Terms & Conditions (eligibility condition shall be as per this pre-tender tie up) as laid down by the NTPC in their original tenders as stated in their tenders NIT:**
1. **Package 1: NTPC/SSC - Coal Mining(Ranchi)/9900279808, T ID: 2024_NTPC_86503_1**
 2. **Package 2: NTPC/SSC - Coal Mining(Ranchi)/9900281018, T ID: 2024_NTPC_87088_1]**
- 3.9 **PRICE VARIATION:** The price variation clause as per NTPC Tender will be applicable, but subject to the lower ceiling limit applicable to the value of contract between NTPC and EPI and upper ceiling limit applicable to the value of work of the agency.

3.10 **Validity of Tender**

180 (one hundred eighty) days from the date of opening of price bid by the Principal Client or for a further period if mutually accepted. EPI reserves the right to ask for the extension of validity if any.

- 3.11 *Integrity Pact: The bidder/Contractor is required to enter into a Integrity Pact with EPI, at the time of sign off MOU. The Integrity Pact shall be signed by EPI for and on behalf of Employer as its Agent / Power of Attorney Holder at the time of execution of Agreement with the successful Bidder. While submitting the Bid to the client, the Integrity Pact shall be signed by the duly authorized signatory of the Bidder. In case of failure to submit the Integrity Pact duly signed and witnessed, at the time of MOU the Bid is likely to be rejected.*

In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail. For monitoring of the Integrity Pact, EPI shall share appointed two eminent personalities as Independent External Monitor(s) (IEM)

- 3.12 *Accessing/Purchasing of BID Documents:- Bidder has to refer all tender documents as mentioned in BID. The detailed BID notice is available for download on the websites of EPI: procurement CPP portal www.etenders.gov.in & www.engineeringprojects.com. Interested bidders are requested to regularly visit the above websites for corrigendum, addendum, extension, or cancellation of this BID, if any.*

- 3.13 **AWARDING OF JOB TO THE AGENCY:-** *In case the job is awarded to EPI by NTPC, EPI will in turn offer the same to the agency as per their offer and further negotiation, as necessary. The pre-tender MOU signed with the successful bidder shall lead to Work Order.*

3.14 **MAJOR RESPONSIBILITY OF THE AGENCY**

- (i) *Commencement and completion date: The respective dates, valid for EPI (as mentioned in the NTPC's tender Document enclosed herewith) will also be binding on the agency.*
- (ii) *Variation: In case EPI has to negatively adjust the rates for variation as per terms of the contract, the same will be applicable to the agency, irrespective of whatever may be variation for the work under the scope of the agency.*
- (iii) *Maintenance: The agency will be bound to follow this provision as per NTPC tender for their part of work. It is once again clearly stated that the agency, willing to tie-up, must agree to share any risk and responsibility (whether specifically mentioned in this document or not) of EPI in proportion to their value of work, whomsoever being the reasons are attributable in back-to-back manner.*

4. **Evaluation Of Technical Bids And Opening & Evaluation Of Financial Bids**

4.1. **Evaluation of Technical Bids**

4.1.1. *Technical BID of only those Bidders shall be considered for evaluation whose BID have been received within the timeline*

4.1.2. *Technical Bids of those Bidders, who have not submitted their Bid online, shall not be considered for opening and evaluation.*

4.1.3. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the EPI may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder.

4.1.4. To facilitate evaluation of Technical BIDs, the EPI may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical BID. Such clarification(s) shall be provided within the time specified by for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

4.2. Opening and Evaluation of Financial Offers

Bidder has to submit their offers as financial bid, as given in BID's prescribed BOQ format.

The Authority shall inform the venue and time of online opening of the Financial Bids to the technically responsive Bidders through e-procurement portal and e-mail.

4.2.1 *The Lowest Bidder shall be the selected bidder. The bidder who will emerge as lowest bidder will be associated as per condition of this Pre-Tender Tie-Up*

5. *The bidder must have no criminal/ economic fraud case is pending or contemplated against the organization. Undertaking regarding the same on the organization's Letter Head should be submitted.*

6. Terms and conditions:-

(i) *The BID is issued with no commitment. This association as Associate will be decided on receipt of applications and evaluation of the documents. EPIL reserves rights to withdraw this BID at any time and/or vary and part thereof at any stage. EPIL further reserves the right to disqualify any application, should it be so necessary at any stage.*

(ii) *The applicants after submitting the response to this BID, agrees with EPIL for honoring all aspects of fair -trade practices.*

(iii) *Applicant selected shall be notified automatically through their registered emails and or through phone.*

(iv) *EPIL will enter into Pre-Tender Tie-Up MOU with selected Associate on the basis of mutually agreed terms and conditions.*

(v) *Unless otherwise specified anywhere in the document, all technical specifications for work execution shall be as per client's tender condition, latest client specifications and Good Industry Practice.*

(vi) *Particular conditions of Contract: The interested contractors may refer RFP document and EPC Tender Document for compliance of Conditions of contract in case considered for association with EPIL as associate for above said tender.*

(vii) *All other terms and conditions are as per terms and conditions of NIT tender documents of client for MOU for bidding process.*

(viii) *The eligibility criteria and qualification requirement for BID is same as given in this Pre-Tender-Tie Up tender documents like technical, financial capacity, ,bid capacity and other conditions with consideration of bidding (Associate).*

(ix) *All relevant forms in client tender documents shall be submitted by successful bidder at the time of MOU with EPI. Undertaking in this regard shall be submitted with this BID.*

- (x) *In case any interested contractor wishes to furnish additional information, which they may consider relevant for assessment of their eligibility and for submission of offer.*
 - (xi) *Application submitted by joint venture is not permitted for BID.*
 - (xii) *BID proposal must be submitted together with a covering letter and in English Language only. Bidder has to quote their offer of respective packages online in Envelope-II per BOQ format of BID.*
 - (xiii) *BID document shall be digitally signed by authorized signatory of the Bidder/Applicant and submitted "Online" only. The authorized signatory of Applicant /Bidder must be in possession of Power of Attorney before submitting the digitally signed BID. Scanned copies of various documents can be prepared in different file format (PDF, JPEG)*
 - (xiv) *EPI shall consider to award the work under its scope of the work awarded by Client to the Associate after retaining a fixed margin of EPIL which **will be fixed at the time of signing of MOU.***
 - (xv) *Bidder has to visit the site and submit the under taking with his/her bid submission mentioning that" We/I had visited site and with consideration of all site conditions and it's feasibility, submitting this bid. All the risk and cost is considered for site feasibility and workability while submitting this bid."*
7. *The bidder must not have been blacklisted/ debarred by any Foreign / Indian Government /Semi-Govt./ PSU Organization or any government organization in India. Undertaking regarding the same on the organization's Letter Head should be submitted by authorized persons.*
 8. *The bidder shall not be under liquidation, court receivership or similar proceedings. Undertaking regarding the same on the organization's Letter Head should be submitted.*
 9. *The bidders meeting technical and financial criteria shall upload the proposal complete in all respects online. All required documents are to be enclosed failing which EPI may consider the proposal as incomplete and reserve the right to reject the same without assigning any reason.*
 10. *EPI reserves the right to select any one or two packages for price offer opening and offer of lowest bidder will be considered for association as Joint Bidding Partner. Selection of Packages shall be EPI's sole discretion without assigning any reason.*
 11. *The selected bidder shall be required to sign the MoU with EPI along with documents as per this Pre-Tender Tie Up and client project/ tender requirements.*
 12. ***The selected bidder/other partner shall submit full amount of Tender Fee and full amount of bid security and total project performance bank guarantee and/or any other bank guarantee and obtain insurances as per client's tender conditions to EPI wherever required for package for which BID is applied by the bidder and no interest shall be borne by EPI for the same. Bidder has to submit the undertaking for the same.***
 13. *EPI reserves the right to accept or reject any or all BIDs or annul this process without assigning any reason and liability whatsoever and to re-invite BID at its sole discretion.*

14. The bidder fulfilling the above requirements and willing to associate with EPI, as associate as per the terms given above & in the MOU may address their formal Pre-Tender Tie Up bid on online submission with all prescribed supporting documents / undertakings mentioned in BID not later than 07.06.2024 up to 1500 HRS (IST).

Group General Manager

BDD (Business Development Division)
Engineering Projects (India) Limited
4th Floor, Core-3, SCOPE Complex, 7, Lodhi Road,
New Delhi – 110003, India
Tel: 011-24361965, Extn: 2432.

BID Queries may be submitted to:-

Mr. Prashant Bajpai,
AGM (Business Development Division)
Engineering Projects (India) Limited
4th Floor, Core-3, SCOPE Complex, 7, Lodhi Road,
New Delhi – 110003, India
Tel: 011-24361965, Extn: 2432,
Email: bdd@epi.gov.in

1. Mobilization Period

Preparatory period of 30 days shall be given to the agency for making all preparations like mobilization of all resources, shifting of materials, pre-fabrications, installation of equipment etc., which should not, in any way, hamper the running & production in the furnace. Painting job also to start 30 days before starting of the actual blowing down. Certain activities like removal / re-erection of over burden probes, erection / removal of safety chains etc. are to carry out during the time when other agencies are working in critical path. This is essential to maintain the time schedule, & the agency has to prepare with their full resources during this period.

2. Time Schedule for the Project

The program for supplying, installing, commissioning, completing the facilities and site delivery of all Mandatory Spares covered in the package shall be in the form of Master Network identifying the Key phases in various areas of total works, like design, procurement, manufacture and field activities including civil construction and erection works. In addition, key milestone dates (10-15 nos.) shall also be identified for the complete facilities under the package. The Master Network shall conform to the following schedule dates for the key milestones.

WORK SCHEDULE	In months from date of award	
ACTIVITY	START	FINISH
Basic Engineering	0	2
Detailed Engineering	0	8
Ordering of BOIs	3	6
Site Mobilization	0	1
Receipt of materials at site	5	13
All civil works such as construction of Control Rooms, Switchgear Rooms, TPs, approach roads, etc	3	13
All Erection activities including Mechanical, Electrical, C&I, etc	7	18
Commissioning and completion of facilities	18	22

The successful bidder shall be required to submit a detailed integrated PERT Network (L2 Schedule) matching with the above work schedule. The L2 Schedule shall, inter-alia, include at least following activities for each systems listed above, showing their inter-relationship and duration so as to meet the above mentioned milestone details.

(i) Milestones to be incorporated in L2 Network to be submitted:

- 1. Ordering on sub vendor (wherever applicable)*
- 2. Start of engineering*
- 3. Completion of engineering*
- 4. Start of manufacturing/fabrication*
- 5. Completion of manufacturing/fabrication*
- 6. Commencement of Supplies*
- 7. Completion of supplies of all items*
- 8. Completion of site delivery of mandatory spares.*
- 9. Readiness of Type Test*
- 10. Completion of Type Test*
- 11. Commencement of Civil works*
- 12. Completion of Civil works*
- 13. Start of Erection*
- 14. Completion of Erection*

The master network and the key milestone dates will be discussed with the successful Bidder and agreed upon after the issue of Notification of Award. Engineering Drawing and Data Submission Schedule shall also be discussed and finalized after the issue of Notification of Award.

3. Royalty

The Bid Price shall be inclusive of any Royalties or Seigniorage Fee or Cess or other charges payable on the quarried or mined metal, minerals, or minor minerals, as the case may be, at the rate(s) prevailing as on seven (7) days prior to the deadline set for Price Bid submission.

4. CONFLICT OF INTEREST

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer's interests. A bidder may be considered to have a conflict of interest with one or more parties in the bidding process, if: a) they directly or indirectly control, or are controlled by or are under common control of another entity; or b) they have the same legal representative/agent for purposes of their bids; or c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or e) Bidder participates in more than one bid in this bidding process. For the purposes of this clause the term „control“ shall have the following meaning: “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders’ agreements or voting agreements or in any other manner.”

Bidders shall certify their compliance to ITB Clause "Conflict of Interest" by accepting the following General Technical Evaluation (GTE) of the Tender at e-Tender Portal: **"Do you certify full compliance to all provisions of Bidding Document?"** Acceptance of above GTE shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding "Conflict of Interest" and its bid is in compliance to this clause. In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected and bid security shall be forfeited. In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be considered as fraudulent practices as mentioned in para 5.1 (j) of "Policy for Debarment from Business Dealings" and shall be dealt accordingly.

5. RATE

The successful bidder must submit its offer strictly as per the Bill of Quantities ("BOQ") of this tender document (**excluding GST**). **The bidder must quote the rates inclusive of all but excluding GST (CGST, SGST & IGST), which will be paid at actual provided the successful bidder passes on the tax benefit i.e. input tax credit to EPI.** Income Tax and other statutes, if any, as per norm will be deducted at source from each RA bill. The quoted rates shall remain firm during the pendency of the contract and shall not escalate in any condition. The rate shall be inclusive of detailed works as described above (ref. "SOW/BOQ") to make the entire project complete and functional, as per the requirement of the client, including all changes/ modifications/ revisions etc. required during the execution of the work as per site condition etc. It shall also charge for vetting of drawings, incidental charges, whatsoever, during the entire period of the Contract. Nothing extra shall be payable over the accepted rates. Notes: The award of the order or rejection of the Tenderer's offer and/ or cancellation of the tender will be made at the absolute discretion of EPI. EPI reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s), whatsoever thereof. A tenderer whose Tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/Offer to EPI. EPI also reserves the absolute right to split up and award the requirement between two or more Tenderers

6. BILLING AND PAYMENT

Necessary statutory deductions will be affected from the RA Bills of the agency. The agency will submit their RA Bills along with relevant documents to EPI. EPI will make a full work bill for submission to client. The payment to the agency will be made as per certification of NTPC and after 21 days from receipt of corresponding payment from NTPC on back-to back basis.

7. TAXES & DUTIES

The successful bidder shall be exclusively responsible for payment of all Taxes, Royalties etc. (excluding Goods and Service Tax) that may be levied from time to time according to the Laws & regulations now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by the Company in respect of any duties/ taxes to be imposed on the procurement of materials for execution of the contract.

8. NEW LEVIES/ TAXES

In case Government imposes any new levy/tax or modifies rate of existing taxes including GST after awarding of the work during the tenure of the contract, EPI shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of EPI that such new levy/tax applies to this contract.

9. CLAIM

It should be explicitly understood that as a consequence of pre-tender tie up there would not be, under any circumstances, any claim from the agency payable by EPI but not admissible by NTPC.

10. ASSISTANCE

The agency will actively assist EPI in resolving contingencies, if any, sharing the cost and risk on time to time.

11. SD/ RETENTION

The deduction from RA bills of the agency, ceiling limit and refund / forfeiture would be in line with the NTPC tender and applicable on the contract value of the agency.

12. PAYMENT OF ADVANCE AND REPAYMENT

Would be applicable as per the terms of NTPC tender and applicable on the contract value of the agency. The recovery of advances and interests will be in accordance with that made by NTPC and will be made from agency's bills. If the said advance(s) and interest(s) is/are recovered from EPI's bill(s) by NTPCs and there is no scope of recovery of the same from agency's bill(s), the agency will pay equivalent amount to EPI within 7 days of demand from EPI.

13. PERFORMANCE BANK GUARANTEE

*Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish performance securities for **ten percent (10%)** of Contract Price for all the contracts.*

14. Commissioning, Guarantee Tests and Operational Acceptance

Commissioning

Commissioning of the Facilities or any part thereof shall be completed by the Contractor as per procedures detailed in the Technical Specifications. The Employer shall, unless otherwise specified in Appendix 6 (Scope of Works and Supply by the Employer)/ Technical Specifications, supply the operating and maintenance personnel and all raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Commissioning of the Facilities.

Guarantee Test

The Guarantee Test (and repeats thereof) shall be conducted by the Contractor as specified in the Technical Specifications or the relevant part thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees specified in the Contract

Documents. The Contractor's and Project Manager's advisory personnel shall attend the Guarantee Test. The Employer shall promptly provide the Contractor with such information as the Contractor may reasonably require in relation to the conduct and results of the Guarantee Test (and any repeats thereof).

If for reasons attributable to the Employer, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the timelines specified in the Technical Specifications, payment of Contractor shall be released as specified in Appendix-I (Payment terms).

If for reasons attributable to the Employer, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the period of twelve months from the timelines specified in the Technical Specifications, balance payment towards Guarantee Test, shall be released to the Contractor against Bank Guarantee as per Appendix-I (Payment terms). Such Bank Guarantee shall have initial validity of one (1) year. The Bank Guarantee shall be extended for any subsequent period, if required, such that the same remains valid till the Successful Completion of Guarantee Test.

Operational Acceptance

Subject to Partial Acceptance below, Operational Acceptance shall occur in respect of the Facilities or any part thereof when any minor items hereof relevant to the Facilities or that part thereof have been completed.

Detailed condition: NTPC GCC shall be referred

15. Defect Liability

The Defect Liability Period shall be eighteen (18) months from the date of 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 first occurs, unless specified otherwise in the SCC(Pls refer SCC of NTPC)

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:

- (a) improper operation or maintenance of the Facilities by the Employer*
- (b) operation of the Facilities outside specifications provided in the Contract*
- (c) normal wear and tear.*

Detailed Conditions for DLP of NTPC document shall prevail.

16. ACTUAL ENGAGEMENT

It should be explicitly understood that engagement of the agency for the specified scope of work might be subject to approval of NTPC. This will override any other provision made in this contract agreement. There should not be any claim of the agency in this regard.

17. QA/QC

The QA/QC system, established by the agency will follow the QAP, etc. as will be approved by EPI / NTPC / their authorized representative within their quoted price.

18. OTHER CONDITIONS

As per original tender/ agreement with NTPC.

19. *Tender Terms/ Additional Special Condition/ Technical Conditions as incorporated by the NTPC shall be an integral part of the tender document.*

20. IMPORTANT NOTES:

(A) EPI reserves the right to:

- i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.*
- ii) Cancel tender at its discretion without assigning any reasons whatsoever.*
- iii) Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.*
- iv) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.*
- v) May ask for further qualification during techno commercial scrutiny of bids received.*
- vi) EPI shall not be responsible for any delay, loss, damage for bids sent by post.*
- vii) EPI shall not be liable for any expenses incurred by the bidder for delivery of materials or during the preparation of bid irrespective of whether it is accepted or not.*
- viii) Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.*
- ix) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance of his bid, EPI reserves the right to reject such application.*