



**इंजीनियरिंग प्रोजेक्ट्स (इंडिया) लिमिटेड**  
(भारत सरकार का उद्यम)

EPI/CO/BDD/PTT-254/195

Date: 09.08.2024

**NOTICE FOR PRE-TENDER TIE UP:- FOR SELECTION OF EPC CONTRACTOR HAVING TIE UP WITH QFGDM ASSOCIATE FOR WORK FOR SUPPLY & INSTALLATION OF WET LIMESTONE-GYPSUM BASED FLUE GAS DESULPHURIZATION (FGD) AND AUXILIARY SYSTEM FOR HARDUAGANJ (2X250MW) & PARICHHA (2X210 MW + 2X250 MW) TPP ON EPC BASIS.**

1. Engineering Projects (India) Limited (EPI) is a Central Public Sector Enterprise functioning under the aegis of Ministry of Heavy Industries and one of the premier engineering 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 offers from eligible bidders who fulfill the eligibility criteria on Single Stage bidding under two envelope from EPC Contractor along with their QFGDM Associate for Upcoming Flue Gas Desulphurization (FGD) Tenders in the Power Plants of UPRVUNL in India as mentioned:-

Pk g No	Name of Package	Cost of Bid Document for Pre-Tender Tie Up (Including GST)	Bid Security for Pre-Tender Tie Up	Period of Completion (In Months)	Tender Reference Number & Tender ID for UPRVUNL Web : <a href="https://www.mstcecommerce.com/eprochome/uprvunl/">https://www.mstcecommerce.com/eprochome/uprvunl/</a>
1	Flue Gas Desulphurization (FGD) System Package for Harduaganj (2X250MW) & Parichha (2X210 MW + 2X250 MW) TPS	Rs. 26,500/-	Rs. 2,00,00,000/- (2 Crores)	27 months for each package  DLP Period 12 months for each package	BIDDING DOCUMENT NO. : 02/CE(E&S)/UNL/HQ/2022-23

- 2.1 i) Brief Scope Tender 1: as per Client Document no.: BIDDING DOCUMENT NO.: 01/CE(E &S)/UNL/HQ/2022-23 on <https://www.mstcecommerce.com/eprochome/uprvunl/>

2.2 The selected bidder has to undergo execution of a pre-tender tie-up MOU with EPI MOU shall be converted in Work Order on mutatis mutandis basis in case of successfully winning the tender from client.

2.3 EPI shall consider to award the work under its scope on getting award from client to the bidder in (full with or after retaining portion of civil works) with fixed margin (excluding GST & labor cess which shall be extra) of EPIL which **will be fixed at the time of signing of MOU** based on terms and conditions of client's tender or as mutually agreed between the parties within 30 days of acceptance of LOI/ Award of work or it will be decided while finalizing the MOU. The portion of civil work may be offloaded to bidder on mutual understanding with keeping fixed margin and will be executed by EPI.

2.4 **SCOPE OF WORK:**

Entire scope of work will be as per Client's tenders BIDDING DOCUMENT NO.: **01/CE(E &S)/UNL/HQ/2022-23. Bidder's QFGDM technology associate shall enter in Joint Bidding Agreement & C&T with EPI for Joint bidding in the said tender.**

3. **QUALIFYING REQUIREMENTS FOR BIDDER:-**

Bidder (EPC Contractor) shall be in collaboration with a Qualified Flue Gas Desulphurization Manufacturer (QFGDM):

**Technical criteria:**

3.1 The Bidder must have successfully completed Engineering, Procurement and Construction (EPC) basis Industrial civil works, Building, Structural steel, civil piling works of the projects (Substation buildings works will also considered) in India during the last 10 (Ten) years with the total value of such projects being INR 400 Crores or more i.e. cumulative value of (in single or multiple contracts) completed.

The project shall include construction, procurement/ supply chain management, execution/ erection/ fabrication/ supervision of erection and completion etc. Bidder has to submit the list of similar works considered while submission of bid.

3.1.1 The Bidder organization should be having valid Collaboration agreement with a technically and financially sound Qualified Flue Gas Desulphurization Manufacturer (QFGDM) in India/Foreign as per the Eligibility Criteria mentioned in this Notice.

3.1.2 If the QFGDM is an International Organization, it should have an exclusive India presence with association with Indian Registered Company who would be representing them in the Bids/ Project(s).

3.1.3 Bidder shall have valid MOU with Qualified QFGDM who have qualification as per criteria mentioned in this Pre-Tender Tie Up documents.

3.1.4 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.

### **3.2 Financial Criteria:**

- i) *The Bidder should have Average Annual Financial Turnover of at least Rs. 1000 Crore in the last three years ending 31.03.2024, duly certified by a Chartered Accountant (CA).*
- ii) *The Bidder should have bank solvency of minimum INR 400 crores and submit a Banker's Certificate from a Schedule Bank of the said amount. Certificate shall not be older than 3 (three) months from the date of this Pre-Tender Tie Up.*
- iii) *Net worth should not be less than 100% (hundred percent) of its paid up share capital as on the last day of the preceding financial year on the date of Techno-commercial bid opening. In case the Bidder does not meet the Net worth criteria on its own, it can meet the requirement of Net worth based on the strength of its Subsidiary (ies) and/or Holding Company and/or Subsidiaries of its Holding company wherever applicable. In such a case, however the Net worth of the Bidder and its Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of the Holding Company, in combined manner should not be less than 100% (hundred percent) of their total paid up share capital. However individually, their Net worth should not be less than 75% (seventy-five percent) of their respective paid up share capitals.*

### **4. Qualification criteria for QFGDM Associate with EPC:-**

#### **Technical criteria:**

- a) *The QFGDM Associate should have designed, engineered, supplied, erected/supervised erection and commissioned/supervised commissioning of at least one(1) no. of wet limestone based Flue Gas Desulphurisation System, having flue gas treatment capacity of not less than 20,00,000 Nm<sup>3</sup>/hr, with Desulphurisation efficiency of at least 90%, operating in a pulverised coal fired power plant. The above wet limestone based Flue Gas Desulphurisation System should have been in successful operation for a period not less than one (1) year prior to the date of Techno-Commercial bid opening. At least one FGD Project of 500MW and above should have been completed outside the QFGDM home country.*
- b) *The organization should submit performance certificate regarding satisfactory operation of FGD system from any end user along with relevant Purchase Order / Contract Agreement. Such system should have been in successful operation for a period of not less than one (1) year within last 7 years prior to the date of this EOI.*
- c) *In case the work experience of the applicant is in country other than India, all requisite documents should be apostilled by Indian High Commission / EMBASSY of their country or their country's EMBASSY in India.*

- d) *In case the applicant has executed the work for private organization in India, the requisite documents must be supported by TDS certificate & 26 AS for respective years in which for the years work executed.*
- e) *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*

#### **4.1 Financial Criteria:**

- f) *Applicant should have net worth not less 100% of its paid-up share capital as on 31.03.2024. A certificate from chartered accountant/ public accountant or statutory auditor shall be submitted by QFGDM Associate.*
  - g) *The average annual turnover in the preceding three financial years starting from period ending 31.03.2024 should not be less than INR 40 Crores.*
5. *After receipt of offer for above package from prospective bidders, it will be EPIL's discretion for the bid to be quoted along with selected qualified bidder.*
  6. *Bidder has to submit offer online for packages in the prescribed format given in BOQ of BID.*
  7. *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.*
  8. *In the identified/selected packages as mentioned in BID where the parties shall qualify to bid and enter into a Pre-bidding 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).*
  9. *BID submission Fees:- Rs. 26,500/- (including GST non refundable) 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*
  10. *Pre-Bid Meeting is not applicable.*
  11. *Bidder has to submit the Bid Security of Rs.2,00,00,000/- in the form of Bank Guarantee in favor of EPI. After entering into the MOU with EPI, the Bid security submitted will be return to the successful bidder*
  12. *No deviation to the tender conditions shall be accepted. Conditional tenders shall be rejected, and no additional clause shall be entertained. All rights reserved upon EPI in this regard.*

13. *The QFGDM should agree to execute a Deed of Joint Undertaking (DJU) with EPI in which the executants of the DJU will be jointly and severally liable to the Client for successful performance of the complete FGD System including meeting the technical guarantees. The QFGDM and EPI will sign the Deed of Joint Undertaking (DJU) for submission of EPI bid to client. The draft Deed of Joint Undertaking (DJU) which is part of client tender document is enclosed as Annexure-5 and QFGDM has to submit with it's submission for Pre Tender Tie Up.*
14. *Bidder & their proposed tie up QFGDM has to sign the Non Discloser Agreement (as enclosed Annexure-3) and copy shall be submit to EPI for this Pre-Tender Tie up and it shall be the part of MOU between EPI and successful bidder.*
15. *Bidder & their proposed tie up QFGDM has to sign the Collaboration & Technology Transfer (C&T) Agreement (as enclosed Annexure-4) and copy shall be submit to EPI for this Pre-Tender Tie up and it shall be the part of MOU between EPI and successful bidder. The QFGDM will provide a Division of Work (DOW) of their scope for Off-shore/ On-shore work with their EPC Associate and it will be the part of MOU with the Bidder.*
16. *The QFGDM and EPI will sign the Collaboration & Technology Transfer (C&T) Agreement (as enclosed Annexure-4) for submission of EPI bid to client.*
17. *Bidder has to submit copy of valid collaboration agreement as per clause 3.1.1 and copy of Division of Work among them.*
18. *Undertaking towards acceptance of Terms & Conditions as laid down by the Client in their original tenders as stated in their tenders NIT :*
  - i. *BIDDING DOCUMENT NO. : 02/CE(E&S)/UNL/HQ/2022-23*
19. *PRICE VARIATION:-*

*The price variation clause as per Client Tender will be applicable.*
20. *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 of offer under same terms & conditions.*
21. *Accessing/Purchasing of Tender Documents:-*

*Bidder has to refer all Tender documents as mentioned in BID. The detailed BID notice is available for download on the websites of CPP portal: [www.etenders.gov.in](http://www.etenders.gov.in). & EPI: [www.engineeringprojects.com](http://www.engineeringprojects.com). Interested bidders are requested to regularly visit the above websites for corrigendum, addendum, extension, or cancellation of this BID, if any.*
22. *Opening and Evaluation of Financial Offers*

*Bidder has to submit their offers as financial bid, as given in BID's prescribed BOQ format for each package. The Authority shall inform the venue and time of online opening of the Financial Bids to the technically responsive Bidders through e-procurement portal. The bidder who will emerge as lowest bidder will be associated with EPI as per tender condition of NIT mentioned in clause 2.1.*

**23. 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/ cancel 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 successful L-1 bidder has to enter in MOU (as enclosed Annexure-1) for pre tender tie up for submission of above client's tenders (UPRVUNL). QFGDM will also be the party of this MOU to be signed along with successful bidder and EPI. Tripartite MOU shall be signed in between EPI, QFGDM and EPC contractor before submission of tender to client and Distribution of work shall be well defined for the signing of MOU.*
- (iii) If EPI get successful in securing this tender and bidder have pre-tender tie up with EPI fails to enter into the contract with EPI, then EPI shall reserve the right to withdraw the MOU and EPI will execute the work.*
- (iv) The applicants after submitting the response to this BID, agrees with EPIL for honoring all aspects of fair-trade practices.*
- (v) Bidder has to submit the affidavit in their bid submission for pre tender tie up and it will be the part of MOU and format is enclosed as Annexure-2*
- (vi) Bidder shall be notified automatically through their registered emails and or through phone.*
- (vii) 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.*
- (viii) 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.*
- (ix) All other terms and conditions are as per terms and conditions of NIT tender documents of client for MOU for bidding process.*
- (x) All relevant forms, Annexures and Appendix 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.*
- (xi) In case any interested bidder wishes to furnish additional information, which they may consider relevant for assessment of their eligibility and for submission of offer.*

(xii) Application submitted by joint venture is not permitted.

(xiii) 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.

(xiv) 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)

(xv) The subcontracting clause of client NIT tender condition shall be binding to the successful bidder and EPI will take approval from client, as necessary.

(xvi) Bidder has to submit all the relevant data sheets for mechanical equipment and load data sheet (Mechanical, Electrical, Civil works) considered while quoting their bid in this Pre-Tender Tie Up. Bidder has to submit technical bid, all relevant technology data/scheme which is considered in their pricing while quoting for this Pre Tender Tie up. The technical relevant data will be required for evaluation

(xvii) The documents to be submitted by bidder:-

S.NO.	Description of the Documents
1	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
2	Scanned copy of Earnest Money Deposit (EMD) with SFMS as per NIT.
3	Scanned copy of tender fee receipt (RTGS/NEFT) of depositing the tender fee in EPI's Bank account.
4	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.
5	Balance Sheet, Net worth Certificate & profit and loss statement for the latest 05 Financial Years.
6	PAN
7	GST Registration Certificate
8	Tender Fee exemption certificate (only for bidders who intend to avail exemption of Tender Fee) (if applicable as per NIT).
9	Registration certificate/ Memorandum and Articles of Association/Partnership Deed/Affidavit, Incorporation Certificate for Proprietor (for Sole Proprietorship Tenderers).
10	All tender documents duly signed and stamped or digitally signed.
11	All Annexure, formats and other documents required as per NIT duly filled, signed and stamped or digitally signed
	No documents are to be submitted by bidder in Physical form

24. a) *The bidder has not been Banned/Blacklisted as on date of submission of bid by Ministry of Power or Government of India.*
- b) *The bidder has not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.*
- c) *The bidder's Director(s)/Owner(s)/Proprietor/Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or Employer or Employers group companies during the last five years. By accepting the above attribute, the bidder also accepts that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, Employer shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.*
25. *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.*
26. *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.*
27. *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.*
28. ***The PARTY shall submit prescribed full amount of Tender fee, MSTC Portal (Registration & Portal Fees) and bid security as bank guarantee at the time of bidding by EPI to client and total project performance bank guarantee (as bank guarantee) and any other bank guarantee as per required tender conditions/post award contract agreement and obtain insurances as per client's tender conditions to EPI wherever required for package for which BID is applied by the PARTY and No interest shall be borne/ paid by EPI for the same. PARTY has to submit the undertaking for the same along with this MOU. In case of award of Project, QFGDM will be required to furnish an on demand bank guarantee for an amount of 2% of the total contract price of the Flue Gas Desulphurization System Package for the awarded project in addition to the contract performance security to be furnished by the Bidder.***
29. *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 expression of interest on online submission with all prescribed supporting documents / undertakings mentioned in BID not later than 20.08.2024 up to 1500 HRS (IST) to*



**Group General Manager,**

*BDD (Business Development Division)  
Engineering Projects (India) Limited  
3<sup>rd</sup> Floor, Core-3, SCOPE Complex, 7, Lodhi Road, New Delhi – 110003, India  
Tel: 011-24361666, Extn: 2323*

**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: 011-24361666, Extn: 2414, Email: [bdd@epi.gov.in](mailto:bdd@epi.gov.in)*

## **PRE-TENDER ASSOCIATION**

### **PRE-TENDER TIE-UP MEMORANDUM OF UNDERSTANDING (MOU)**

WHEREAS Engineering Projects (India) Ltd. (EPI) is a Govt. of India Enterprise, having its registered office at Core -3, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003, India (hereinafter called "EPI" which expression shall unless repugnant to the context include its successors and assigns).

WHEREAS .....(Here in after referred to as "Client") vide their letter/tender notification No ..... respectively, has invited tenders for “.....” (hereinafter referred to as ‘Project’)

WHEREAS EPI wishes to participate in the above-mentioned projects as main contractor.

WHEREAS M/s ..... with their registered office at ..... (herein after called .....) which expression shall unless repugnant to the context include its successors and assigns) agreed to participate in the tenders for “.....” (herein after referred to as “Works” as spelt out in Clause No. 2.0 and Clause 5.0 of this MOU) of the above Projects as Sub-contractor of EPI.

WHEREAS M/s ..... with their registered office at ..... (herein after called .....) which expression shall unless repugnant to the context include its successors and assigns) agreed to participate in the tenders as QFGDM for “.....” (herein after referred to as “Works” as spelt out in Clause No. 2.0 and Clause 5.0 of this MOU) of the above Projects as QFGDM Sub-contractor of EPI.

WHEREAS EPI and ..... are hereinafter referred to collectively as “Parties”.

AND WHEREAS EPI now agrees to associate ..... as its Sub-contractor for execution of the above-mentioned “Works”.

NOW THEREFORE, it is hereby agreed by and between EPI and ..... to associate for the above “Works” on the following terms and conditions:

- 1.0 EPI shall act as main contractor and ..... shall be Sub-contractor of EPI for execution of "Works" as spelt out in Clause No. 2.0 and Clause 5.0 of this MOU.
- 1.1 ..... has submitted its offer to EPI for execution and completion of above-mentioned “Works”. ..... shall not participate individually either directly or indirectly and/or through and JV/ Consortium etc. entered into with any other company/organization/ proprietor/individual constituted for that particular NIT and shall quote its rates to EPI only and not to any other party participating/ pre-qualified for the project directly or indirectly through its subsidiary, partnership, ownership, individual firm etc.
- 1.2 The amount/ rates quoted by ..... to EPI for the “Works” at pre-tender stage are enclosed at Price Bid Format (Annexure-I) of this MOU. EPI shall submit it’s tender to Client on the basis of amount/rates quoted by the ..... to EPI after adding EPI’s

markup towards its expenses, overheads and profit margin, which shall be solely decided by EPI. In case it is required to offer any reduction in the prices to Client or to change the terms and conditions; the same shall be done after mutual consultation Between EPI and .....

1.3 In the event of award of project to EPI by Client, EPI shall associate ..... for execution and completion of “Works”.

2.0 Scope of Work:

The Scope of Work of the Sub-Contractor shall be as per tender for “.....” (herein after referred to as “Works”) as per Technical specifications, Designs, Drawings, BOQ, Instructions and Terms and Conditions given in Tender Documents of the Client/Client’s consultant and its amendments/clarifications etc. received from Client from time to time.

3.0 Commencement and Completion of Project:

The Contractual Completion Period shall be ..... months from the date of commencement. The date of commencement shall be reckoned as per EPI’s contract with Client.

- (i) Commencement and completion date: The respective dates, valid for EPI (as mentioned in the Client’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 CLIENT tender for the 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, whomsoever being the reasons are attributable in mutatis mutandis basis manner.
- (iv) All other terms and conditions are as per terms and conditions of NIT tender documents of client.

4.0 ..... confirms that they have read and understood and have copies of the ‘Tender Documents’ and have visited the site and their offer is based on the ‘Tender Documents’ and caters to all the works, requirements, etc. thereof.

5.0 ..... has agreed that the tendered scope is tentative and may change after detail investigation, design and final acceptance of the authority during execution of the said Project.

6.0 ..... agrees and undertakes to indemnify and hold harmless EPI against any

liability, loss, cost, damages or expenses sustained as a result of breach or default or negligence or improper performance or disturbance caused by itself or by any of its subcontractors, suppliers, or associates in connection with its part of Works as per Contract.

- 7.0 .....(Successful Bidder) shall submit prescribed Tender Fee and full amount of bid security as third party bank guarantee at the time of bidding by EPI to client and total project performance bank guarantee (as third party bank guarantee) and 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 ..... No interest shall be borne/ paid by EPI for the same. .... has to submit the undertaking for the same along with this MOU.
- 8.0 In case of award of Project, QFGDM will be required to furnish an on demand bank guarantee for an amount of 2% of the total contract price of the Flue Gas Desulphurization System Package for the awarded project in addition to the contract performance security to be furnished by the Bidder.
- 9.0 None of the parties shall make or enter into any contract or commitment on behalf of other party without its express consent in writing.
- 10.0 EPI shall be the point of contact BY Client for the purposes of the Project. EPI shall issue a irrevocable Power of Attorney to the Authorized Representative of ..... to deal all the matter related to this Contract.
- 11.0 Taxes and Duties :
- All kind of Taxes, Duties like GST (as applicable as on date and during commencement of contract), Cess, Levies, Royalties, custom duties (if applicable) and other expenses etc. for the "Works" are included in the sub-contract price. The payment of GST applicable on the total Contract value of EPI with Client shall be the responsibility of ..... and is included in the Sub- Contract price of ..... In case EPI pays any GST on this project, the same shall be recovered as reimbursement from ..... by deducting the same from their bills or other dues and in such cases no certificate in this regard shall be issued by EPI to .....
- 12.0 On award of work by Client, EPI shall award the scope of work to ..... fully after retaining a fixed margin @ .....% (..... Percent) (excluding GST & labor cess) of value of work based on terms and conditions of client's tender or as mutually agreed between the parties.
- 13.0 In case project financing is required at any stage of the project, ..... shall engage financial partner as per the requirement of project. All liabilities of the financial partner shall be in the scope of selected partner.

- 14.0 The amount/rate quoted in their offer by ..... to EPI includes all charges, all direct and indirect cost of works, materials, labour, plant & equipment, all taxes, duties, GST, levies, royalties, etc., all transportation charges including e-way bill charges & cartage of issue material, electricity and water charges and for all expenses such as site offices expenses, labor camp, bank guarantee charges, insurance charges, EPF/ CPF/ Statutory contributions, preparation of all required design & detailed engineering and all required drawings etc., facilities and other expenses whatsoever, incurred on execution, completion and maintenance of the “Works” as per ‘Tender Documents’ and their own overheads and profit etc. .... shall comply with all the requirements laid down as per ‘Tender Documents’ and shall un-conditionally abide by its offer quoted at pre-tender stage for execution of “Works” as per terms, conditions, specifications, drawings, documents etc. given in the ‘Tender Documents’ for the completion, handing over, maintenance period etc. for the project. All men, materials, machinery, tools and plants, infra-structure, resources etc., as required for execution of “Works” shall be provided and arranged by .....
- 15.0 Insurance charges for insurance to be taken by EPI for the project as per contract with Client shall be borne by ..... shall take insurance cover at its own cost towards Workman Compensation Act for its own workers, employees and for the Plant & Equipment deployed ..... at the project site and shall furnish documentary proof of the same to EPI failing which no payments shall be released to ..... against work done. .... shall assist EPI in follow up with insurance company in case of any claim related to total scope of work. EPI is not liable to pay any claim of the ..... if it is not paid by insurance company due to any reasons whatsoever.
- 16.0 ..... shall provide and maintain facilities (furnished office & one vehicle for site for EPI staff) for exclusive use of EPI which shall be provided until completion of DLP. These facilities and vehicles shall be the property of the ..... at the end of the contract.
- 17.0 The initial validity period of offer of ..... shall be one month more than the validity period of EPI’s offer to Client. The validity period of their offer shall be extended by ..... as and when desired by EPI.
- 18.0 Each party shall bear its own expenses for preparation and submission of bid. In case of non-award of the project to EPI by Client due to any reason, ..... shall have no claim whatsoever on EPI.
- 19.0 All the cost of travel, lodging, boarding etc. towards visits by Client, their Consultant etc. to the manufacturing units/works for the inspection of materials, equipment etc. under the scope of work shall be borne by ....., if applicable under the contract between EPI and Client / Employer.

20.0 Payments:

The Payment shall be received from Client/Employer in the designated Escrow

Bank Account which shall be opened specifically for this Project and Payment shall be transferred to ..... automatically with the standing instructions after the deduction of the EPI Fee as agreed above for all the payment received from the Client/Employer, after 10 working days. The necessary approval from existing banker of EPI is to be ensured for opening the Escrow Account by EPI. The payment terms between EPC contractor and their QFGDM associate will be as per their terms and conditions and EPI will not be responsible for the same. ....will make arrangement of cash flow for workdone of 2 to 3 months during the execution of the project.

- 21.0 ..... shall be fully responsible to complete the “Works” in workmen like manner to the satisfaction of Client and EPI by maintaining high standard of quality and precision as per ‘Tender documents’, Agreements, Terms & Conditions, Specifications, Drawings etc., within contractual completion period and within their quoted rates/amount. In case Client reduces or increases scope of work of this tender, the same shall be binding on ..... and ..... has to execute the same at rates paid by the Client less EPI’s margin.
- 22.0 ..... shall be responsible for timely completion of the “Works” within the contractual completion period. Total Liquidated Damages/Compensation for delay, if any imposed/deducted from EPI’s bills by Client shall be recovered from .....’s bills or other dues.
- 23.0 If EPI get successful in securing this tender and bidder have pre-tender tie up with EPI fails to enter into the contract with EPI, then EPI shall reserve the right to withdraw the MOU and EPI will execute the work.
- 24.0 Bidder & QFGDM has to sign the Non Discloser Agreement/MOU with EPI for this Pre-Tender Tie up and it shall be the part of MOU between EPI and successful bidder.
- 25.0 Bidder & QFGDM has to sign the Collaboration & Technology Transfer (C&T) MOU/Agreement with EPI for this Pre-Tender Tie up and it shall be the part of MOU between EPI and successful bidder.
- 26.0 The subcontracting clause of client NIT tender condition shall be binding to the successful bidder and EPI shall take approval from client for subcontracting the work.
- 27.0 In case the project execution is delayed beyond the contractual scheduled completion period due to reasons attributable to ....., the staff and site office expenses of EPI for extended period shall be paid by ..... to EPI at the rate of Rs 1,00,000/- (ONE LAKH) per month maximum of 12 months. This shall be in addition to the facilities provided by the PARTY to EPI and the Liquidated Damages/compensation for delay/Penalties etc. if any, levied by

Client. The decision of EPI in this regard shall be final & binding on the party.

- 28.0 ..... shall be responsible for obtaining all approvals from Client with regard to quality of materials & workmanship and measurements etc. for their portion of work. All such approvals shall be in the name and title of EPI. .... shall be responsible for reconciliation of issue material with Client, if any. Any shortfall in issue materials shall be made good / recovered from ..... as per terms of EPI's contract with the Client.
- 29.0 ..... shall not assign or transfer its interest specified in this MOU to any other party without the prior written consent of EPI.
- 30.0 If desired by EPI, ..... shall be available/ associate with EPI in meetings/ negotiations with EPI/ Client. .... shall furnish all information and clarifications as and when required by EPI/ Client. .... shall abide by any modifications/ changes etc. in tender prices, terms & conditions for the work, agreed by it during negotiations with Client/EPI. Each party shall bear its own expenses for these purposes.
- 31.0 ..... shall deploy sufficient plant & equipment of the required capacity and in good working condition for completion of the works in stipulated time with required quality. The equipment should either be owned by ..... or hired/leased. The deployment of equipment by ..... shall be as decided by EPI and the same shall not be less than the minimum deployment stipulated by the Client, if any, for execution of "Works" and as per schedule agreed with EPI. .... shall make arrangement for regular maintenance including preventive and breakdown maintenance and maintain stock of essential spares at site/near to site so as to ensure minimum breakdown time of equipment. The equipment once brought to site shall not be allowed to be removed without the consent of EPI. In case the PARTY fails to deploy sufficient equipment to the satisfaction of EPI or in case of prolonged breakdown of equipment, EPI at its sole discretion shall arrange the required equipment and debit all the related costs including ten percent overheads of EPI and shall recover the same from the due payments of PARTY, including from its bank guarantees available with EPI.

**32.0 Confidentiality:**

The Parties acknowledge that the existence and the terms of this MOU and any oral or written information exchanged between the Parties in connection with the preparation and performance of this MOU are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any such relevant confidential information to any third parties, except for the information that (with a written notice to other party): (a) is or will be in the public domain (other than through the receiving Party's



unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this MOU. This Section shall survive the termination of this MOU for any reason.

33.0 ..... shall ensure compliance with all Central, State and Local Laws, Rules, Regulations etc. as applicable or may be applicable during the course of execution, maintenance etc. of the “Works” and shall indemnify EPI against any claim or damages whatsoever on such accounts. .... shall keep EPI indemnified at all times against infringement of any Patent or Intellectual Property rights.

**34.0 Governing Law And Dispute Resolution:**

This bidding MOU shall be governed under Indian Laws.  
Any dispute, controversy or claim arising out of or relating to this MOU shall be first resolved amicably by mutual discussions.

**35.0 Jurisdiction:**

The Courts of New Delhi only shall have the jurisdiction to entertain any matter or dispute on account of any action arising out of this MOU.

36.0 EPI has agreed to associate ..... on the basis of details regarding experience profile, financial standing, credentials, fulfillment of statutory obligations, etc. of ..... submitted by ..... to EPI. In case, at a later stage even after signing of this MOU it is found that ..... has submitted incorrect, false details and credentials resulting in apprehensions on the capabilities of ..... with regard to quality & timely completion of works, financial capabilities etc, EPI can terminate this MOU solely at its option. In this eventuality ..... shall be liable for the losses suffered by EPI and further ..... shall have no claim on EPI, whatsoever.

37.0 By signing this MOU, the Parties acknowledge that it correctly records the understanding the parties have reached with regard to the mutual co-operation in their common interest.

38.0 All other terms and conditions shall be as per the Tender documents of Client and the same shall be applicable between EPI and ..... on mutatis mutandis basis. However, if EPI is granted some concession or exempted from certain

obligations by Client, by virtue of EPI being a Public Sector Company, the same concessions/ exemptions shall not be applicable to ..... The decision of EPI in this regard including interpretation of terms & conditions shall be final & binding on .....

**39.0 Validity of MOU:**

- a) If EPI is successful to win the contract from Client, this MOU will lead to further Work Order/ Contract Agreement with .....
- b) The MOU shall expire or become null & void upon happening of the earliest occurrence of any of the following events:
  - i) EPI does not become eligible to bid for the project or
  - ii) Having become eligible to bid EPI submits a tender which is unsuccessful or
  - iii) Having been awarded the contract, on completion of the defect liability period of the contract or
  - iv) On the signing of a detailed MOU/Agreement by the Parties, setting out there in detailed terms of the said work.
  - v) If any of the Parties commits breach of terms of this MOU or is declared insolvent by a court of competent jurisdiction or if either Party undergoes any winding up either voluntarily or under court proceedings, this MOU will stand terminated with immediate effect.

40.0 This 'Pre-Tender Tie-up MOU' is signed in duplicate for retaining one copy each by the "Parties" and both the copies shall be taken as original.

IN WITNESS WHEREOF the "Parties" hereto have set their hands on these presents on the .... day of ..... 2024 at New Delhi

**ENGINEERING  
PROJECTS (INDIA) LTD.  
AUTHORIZED**

.....  
.....

AUTHORIZED SIGNATORY

SIGNATORY

EPC CONTRACTOR

.....  
.....  
AUTHORIZED SIGNATORY

QFGDM FOR ABOVE TENDER

Witnesses:

1. 1.

2. 2.

**Disclaimer:**

The above given terms and conditions for Pre-Tender Tie-Up MOU are general. EPI shall not be liable for authorized or unauthorized, usage of the presented material and users by using the same expressly agree to indemnify EPI against any and all claims, expenses, damages and liabilities arising out of the materials by such users, including any and all direct, indirect, incidental, special or consequential damages.

**AFFIDAVIT**

(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)

I, \_\_\_\_\_, son of \_\_\_\_\_, aged about \_\_ years, Proprietor/Authorized Signatory of \_\_\_\_\_ having its regd office at \_\_\_\_\_ do hereby take oath and state as under:

1. That I am the Proprietor/ Authorized signatory of M/s .....
2. That the information/documents/Experience certificates submitted in the name of M/s ..... along with the tender for ..... (name of work) ..... to EPI are genuine, true and nothing material has been concealed.
3. That I shall have no objections to EPI verifying the submitted information, documents, or experience certificates with the issuing authorities. Additionally, I am willing to provide the original copies of these documents upon request for verification purposes.
4. That I hereby confirm that if any document, information, or certificate submitted by me is found to be incorrect, false, or fabricated, EPI reserves the right to disqualify, reject, or terminate the bid or contract, and to forfeit the EMD or any other dues and debar me from participating in any future tender for three years.
5. That I have no objection if EPI verifies any or all Bank Guarantees under any of the clause (s) of contract, including those issued for EMD and Performance Guarantee, from the Zonal Branch/office or issuing Bank. I understand that I will have no right or claim to the submitted EMD until EPI completes the verification process.
6. That I confirm that the Bank Guarantee issued against the EMD by [name and address of the bank] is genuine. If it is found to be incorrect, false, or fabricated at any stage, EPI reserves the right to reject my bid, cancel my prequalification, and debar me from participating in any future tenders for a period of three years.

**DEPONENT**

**VERIFICATION**

I, the above named deponent, do hereby solemnly verify that the contents of Paras 1 to 6 of my above affidavit are true and correct to my personal knowledge and as per the available records and documents. Nothing material has been concealed there from nor anything false has been stated therein.

**DEPONENT**

Verified at ..... This ..... day of .....

**NON-DISCLOSURE AGREEMENT**

(To be signed by Bidder before MOU)

(Refer : Tender Enquiry No. \_dated )

[The Non-disclosure Agreement needs to be signed by a person duly authorised by the Recipient/ SI. A copy of the authorization by the Other Party (copy of Board Resolution or Power of Attorney) should be provided along with the Non-Disclosure Agreement].

**[Non-Disclosure Agreement to be submitted on duly notarized stamp paper of Rs. 100]**

This AGREEMENT (hereinafter called "Agreement" is made on the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2024, between, EPI through **AGM (BDD& Engg), Scope Complex, Lodhi road, New Delhi- 110003**, on the one hand, (hereinafter called the "First Party") and, on the other hand, [ \_\_\_\_\_ Name of the Recipient] (hereinafter called the "Other Party") having its registered office at [ \_\_\_\_\_ Address].

WHEREAS.

1. First Party has issued a public notice inviting various organizations for Pre Tender Tie Up for **"Flue Gas Desulphurization (FGD) System Package for Harduaganj & Parichha Tps"** (hereinafter called the "Project")
2. The Other Party having represented to the First Party that it is interested to bid for the proposed Project:

The First Party and the Other Party agree as follows:

1. In connection with the "Project", the First Party agrees to provide to the Other Party a Document related to Flue Gas Desulphurization (FGD) System Package for Harduaganj & Parichha Tps vide the request for Proposal contains details and information of the First Party that are considered confidential.

2. The Agreement shall apply to all information relating to the project disclosed by the First Party to the Other Party under this Agreement.

3. This Agreement shall benefit and be binding upon the First Party and the Other Party and their respective subsidiaries, affiliates, successors and assigns.

4. The Other Party to whom this information is disclosed shall:

a) Hold such information in confidence with the same degree of care with which the Other Party protects its own confidential and proprietary information;

b) Restrict disclosure of the information solely to its employees, agents and contractors with a need to know such information and advise those persons of their obligations here under with respect of such information;

c) Use the information only as needed for the purpose of bidding for the Project

d) Except for the purpose of bidding for the project, the Other Party shall not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and

e) Undertake to document the number of copies it makes on completion of the bidding process and in case unsuccessful, promptly return to the First Party, all information in a tangible form or certify to the First Party that it has destroyed such information.

5. Third Party Information: Other Party shall not communicate any information, in violation of the proprietary rights, to any third party.

6. Return of Materials: Any materials or documents of First Party which are furnished to Other Party, and all copies thereof, at the earlier of Disclosing Party's request for return of the materials, or the termination of the business relationship between the Disclosing Party and Recipient, at the disclosing Party's Option, will either be promptly returned to the First Party.

7. No License: The confidential information shall remain the sole property of the First Party. No license is granted to Other Party under any patents, copyrights, mask work rights or other proprietary rights by the disclosure of any information hereunder, nor is any warrant made as to such information.

8. Remedies: Other Party understands and agrees that the First Party is providing the Confidential Information to Recipient in reliance upon this Agreement, and Other Party will be fully responsible to the First Party for any damages or harm caused to the First Party by a breach of this Agreement by Other Party or any of its officers, directors, employees or consultants. Recipient acknowledges and agrees that a breach of any of its promises or agreements contained herein will result in irreparable injury to the First Party for which there will be no adequate remedy at law, and the First Party shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of this Agreement by Other Party, such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the Agreement but shall be in addition to all other remedies available at law or in equity.

9. Termination & Survival: This Agreement will become effective as of the date first mentioned herein above and will continue to be in force till the completion of Bid thereafter. Recipient's/ Sis obligations under this Agreement with respect to Confidential Information it has received shall continue for a period of two(2) years after such disclosure.

10. Attorneys' Fees, Jurisdiction/ Venue: In the event of any litigation or other legal proceedings between the parties, the prevailing party shall be entitled to reasonable attorneys' fees and all costs of proceedings incurred in enforcing this agreement. The courts in New Delhi, India shall have exclusive jurisdiction to try and dispose of any proceedings arising out of this Agreement. The laws of the Union of India shall govern the validity, interpretation and performance of this Agreement.

11 . General: This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. This Agreement may be amended or modified only in writing signed by authorized representatives of the parties thereto.

Note:-----

For and on behalf of the Other Party

For and on behalf of the EPI

(Signature with Company seal)

Signature with Company seal)

Name

Name

Designation

Designation

Contact Details:

Contact Details:

**COLLABORATION & TECHNOLOGY TRANSFER (C&T) AGREEMENT  
BETWEEN  
M/S ENGINEERING PROJECTS (INDIA) LTD., NEW DELHI  
AND**

M/S \_\_\_\_\_

This Collaboration & Technology Transfer (C&T) Agreement is made and executed on \_\_\_ day of \_\_\_, 2024 New Delhi by and between:

M/s Engineering Projects (India) Ltd., A Government of India Enterprise, having its Corporate Office at Core-3, Scope Complex, 7 Lodhi Road, New Delhi 110003, CIN: U27109DL1970GOI117585, herein after referred to as, "The First Party" (this expression includes its successors, executors and permitted assigns).

And

M/s \_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_, and having its registered office at \_\_\_\_\_

In which, \_\_\_\_\_ hereinafter referred to as "The Second Party or \_\_\_\_\_" (this expression includes its successors, executors and permitted assigns).

Whereas both the parties have signed MOU on \_\_\_\_\_, 2024 for the works of Flue Gas Desulphurisation (FGD) System together 'in principle' in India & Abroad. The contents of this C&T Agreement shall be read hand in hand with the said MOU dated \_\_\_\_\_, 2024.

Whereas UP RAJYA VIDYUT UTPADAN NIGAM LTD. (UPRVUNL) has invited tender for "Flue Gas Desulphurisation (FGD) System package for HARDUAGANJ & PARICHHA TPS Bid Document No. 02/CE(E&S)/UNL/HQ/2022-23" (herein after referred to as "Project").

Whereas both the Parties intend to synergies their efforts by pooling their expertise and resources, for joint bidding of the above referred project.

Whereas the second party is the technology provider & is providing all technical knowhow of the wet limestone based Flue Gas Desulphurization (FGD) System for the above referred project.

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

1. The second party is meeting qualifying requirements of the tender documents of the above referred project for Wet Limestone based Flue Gas Desulphurization System Manufacturer (QFGDM).
2. The second party will provide technological knowhow for Wet Limestone based Flue Gas Desulphurization (FGD) System, in the form of complete transfer of design dossier, design software, drawings and documentation, quality system manuals and imparting relevant personnel training to EPI / Client, as required by Client to fulfill the conditions of tender document.

All Technical Information furnished by second party to first party under this Agreement of merely permitted to use by EPIL for the Project. It remains at all times that while this Agreement is in effect and thereafter the sole and absolute property of second party.

The First party shall provide all Confidential Technical information as it protects its own Confidential Technical information and shall use Technical Information only for the Purpose specified herein and not use the same for any other purpose to benefit first party or others.

3. The cost & all taxes of all services / equipment in point no. 2 above shall be included in the quoted prices of the second party in their scope of work / services. No extra payment in this regard shall be made separately to the second party from first party / Client.
4. This C&T Agreement shall be stand terminated either of any of the following reasons:
  - a. In case the “project” is cancelled by the client (UPRVUNL)
  - or**
  - b. The client (UPRVUNL) award the “project” to any other party.
5. In case the UPRVUNL award the work to EPIL, then this C&T Agreement is valid minimum up to 24 months beyond the end of the defect liability period of the contract of the awarded work.
6. In case of award of the contract, the second party as QFGDM shall furnish a bank guarantee for an amount of 2% of the Contract Price of Flue Gas Desulphurization (FGD) System Package for Harduaganj & Parichha TPS contract Bid Document No. 02/CE(E&S)/UNL/HQ/2022-23 as specified in the DJU and as demanded by the Client as per the tender document of the project.
7. The language of the C&T Agreement and of any correspondence between the Parties shall be English.

On the basis of this C&T Agreement, both the parties shall start activities of bidding of the above said “project”, immediately.

For and on behalf of <b>Engineering Projects (India) Ltd.</b>	For and on behalf of
--	----------------------

Witnesses:



FORM – 13C 11  
Page 1 of 7

FORM OF DEED OF JOINT UNDERTAKING FOR THE COMPLETE FLUE GAS  
DESULPHURISATION SYSTEM AS PER CLAUSE 3.1.4.3, ITEM 3 OF BID DATA  
SHEETS (ROUTE 4)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/  
CONTRACTOR MEETING THE REQUIREMENTS OF CLAUSE 3.1.4.1, ITEM 3 OF  
BID DATA SHEETS AND THE COLLABORATOR/ ASSOCIATE WHO MEETS THE  
REQUIREMENT OF CLAUSE 3.1.1.1, ITEM 3 OF BID DATA SHEETS (BDS) [AS A  
QUALIFIED WET LIMESTONE BASED FLUE GAS DESULPHURISATION SYSTEM  
MANUFACTURER (QFGDM)] ~~\*AND THE PROMOTER HAVING 25% OR HIGHER~~

~~EQUITY PARTICIPATION IN THE \*SUBSIDIARY COMPANY/ \*JV COMPANY (IN CASE APPLICABLE)~~ IN THE BIDDER & MEETING THE REQUIREMENTS OF CLAUSE 3.1.4.3, ITEM 3 OF BID DATA SHEETS FOR SUCCESSFUL PERFORMANCE OF THE CONTRACT

The DEED OF UNDERTAKING executed this \_\_\_day of \_\_\_\_2024 by M/s Engineering Projects (India) Ltd., A Government of India Enterprise, a Company incorporated under Laws of India having its Registered Office at Core-3, Scope Complex, 7 Lodhi Road, New Delhi 110003, CIN: U27109DL1970GOI117585 (hereinafter called the "Bidder/Contractor", which expression shall include its successors, administrators, executors and permitted assigns) and

M/s \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_), a company incorporated under the laws of Japan, and having its registered office at \_\_\_\_\_ (hereinafter called "Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer (Collaborator/Associate)", which expression shall include its successors, administrators, executors and permitted assigns) AND

~~\*M/s \_\_\_\_\_ a Company incorporated under \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ and having 25% or higher equity participation in the Bidder/ Contractor (hereinafter called the "PROMOTER", which expression shall include its successors, administrators, executors and permitted assigns),~~

In favour of UPRVUNL, A U.P. Government Undertaking, Office of the Chief Engineer (E&S), UPRVUNL, 7th Floor, Shakti Bhawan Exten., 14-Ashok Marg -226001, Lucknow (hereinafter called "UPRVUNL" or "Employer" which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer invited Bids for design, engineering, manufacture, shop fabrication, preassembly, shop testing/type testing at manufacturer's works, packing, transportation, unloading, handling and conservation of equipment at site, complete services of construction including erection, supervision, pre-commissioning, commissioning and performance testing of equipments under bidder's scope of work of FGD System and its associated auxiliaries including all associated Electrical, Control & Instrumentation, Civil, Structural and Architecture works for Flue Gas Desulphurisation (FGD) System Package for 2X500 MW ANPARA 'B' vide its Bidding Document No.: 03/CE (E&S)/UNL/HQ/2022-23

AND WHEREAS clause 3.1.4.1, item 3 of BDS of Bidding Documents, stipulate that the bidder, as an Engineering, Procurement and Construction (EPC) organization, who meets the requirement of Clause 3.1.4.1, item 3 of BDS, should have a valid ongoing collaboration and technology transfer agreement with "Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer" meeting the requirements of Clause 3.1.1.1, item 3 of BDS on its own ~~\*and the Promoter having 25% or higher equity participation in the Bidder,~~ and furnish a Deed of Joint Undertaking. Further, the bidder shall either source the FGD system from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings of such QFGDM.

WHEREAS M/s Engineering Projects (India) Ltd., (Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer for Flue Gas Desulphurisation (FGD) System Package for 2X500 MW ANPARA 'B' vide its Bidding Document No.: 03/CE (E&S)/UNL/HQ/2022-23.

AND WHEREAS the Bidder, the PROMOTER and the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking and be jointly and severally liable and bound unto the Employer for the successful performance of all the contractual obligations including the technical guarantees for the complete Flue Gas Desulphurisation (FGD) System Package for 2X500 MW ANPARA 'B', including meeting the technical guarantees and characteristics as per bidding documents, in the event, the Bid is accepted by the Employer resulting into a Contract/ Contracts.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the award of the Contract(s) by the Employer to the Contractor, we the Contractor, the PROMOTER and the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the execution and successful performance of all the contractual obligations including the technical guarantees for the complete Flue Gas Desulphurisation Package, as specified under the said Contract(s) to the satisfaction of the Employer.
2. In case of any breach of the Contract committed by the Contractor, we the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the PROMOTER, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the complete Flue Gas Desulphurisation (FGD) System Package for 2X500 MW ANPARA 'B' and undertake to carry out all obligations and responsibilities stipulated in the Contract, including the technical guarantees for the complete Flue Gas Desulphurisation (FGD) System Package for 2X500 MW ANPARA 'B'. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the Contractor, the PROMOTER jointly and severally undertake to promptly indemnify, and pay such loss/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

The liability of the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer shall be limited to an amount equivalent to \_\_\_\_\_ for complete Flue Gas Desulphurisation (FGD) System.

This is without prejudice to any rights of the Employer against the Contractor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Contractor before proceeding against the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer, the PROMOTER, nor any extension of time or any relaxation given by the Employer to the Contractor would prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the PROMOTER.

3. Without prejudice to the generality of the Undertaking in paragraph 1 above, the manner of achieving the objectives set forth in paragraph 1 above shall be as follows:
- (a) We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer shall be fully responsible for complete engineering, preparation of all designs, design calculations, design documents/ drawings and manufacturing drawings for the Absorber including all its internals; preparation of all P&IDs & process flow diagrams; Selection of auxiliaries, and interfacing/ integrating Absorber with their auxiliaries so as to ensure satisfactory, reliable, safe and trouble free performance of all Absorber and auxiliaries meeting all stipulated technical requirements as well as all guaranteed parameters specified in the Contract for Wet Limestone based Flue Gas Desulphurisation System.
  - (b) We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer shall be specifically responsible for the following:
    - (i) Complete design of Absorber including selection/design of Absorber material, lining & all internals; complete mass flow balance as well as design of structural/supporting system including selection of material & accessories etc.
    - (ii) Selection of auxiliaries for Wet Limestone based Flue Gas Desulphurisation System including preparation of purchase specification for critical auxiliaries viz Slurry Recirculation pumps, Oxidation Blowers, Wet limestone Grinding mills, Slurry pumps, Agitators, Hydro-cyclones, Vacuum Belt Filters, slurry valves & piping.
    - (iii) Design of controls, protections and interlocks for all the auxiliaries for Wet Limestone based Flue Gas Desulphurisation System including Absorber for their safe and reliable operation as integral units with other equipments of the Main Plant.
    - (iv) Providing all design data required by the Contractor to carry out design/ selection of balance equipment/ system including all civil inputs for foundation design, site construction, structural work etc. for Wet Limestone based Flue Gas Desulphurisation System and for their proper interfacing and integration.
    - (v) Provide manufacturing/fabrication drawings for absorber including its internals.

Further, we, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer shall extend our quality surveillance/ supervision/ quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Contractor's and/ or at Employer's project site. Without prejudice to the overall responsibilities of the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer for successful commissioning and performance of Wet Limestone based Flue Gas Desulphurisation System, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer shall depute its technical experts from time to time to the Contractor's/ Sub-vendor's works/ Employer's project site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts.

- (c) We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer will be fully responsible for the quality of manufacture of all equipments/ main assemblies/ components for incorporation in the Wet Limestone based Flue Gas Desulphurisation System.

For the items to be manufactured by the contractor at his/or his vendor's works as per the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer design & manufacturing drawings released by us, the Associate/ Collaborator shall ensure completeness and correctness of the design, data, document and information in every detail provided to the Contractor which would result in the same quality of equipment as if manufactured at Qualified Wet Limestone Based Flue Gas Desulphurisation System

Manufacturer or its Sub-vendor's works and shall meet Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer acceptance.

- (d) We the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer shall be fully responsible for complete for design, engineering, supply, installation, putting in to satisfactory operation and carrying out the guarantee tests for Wet Limestone Based Flue Gas Desulphurisation System to the satisfaction of the Employer.

Further, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer shall ensure proper design, manufacture, installation, testing and successful performance of the Wet Limestone Based Flue Gas Desulphurisation System under the said Contract in accordance with stipulations of Bidding Documents and if necessary, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer shall advise the Contractor/ his Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

- (e) In the event the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the Contractor fail to demonstrate that the Wet Limestone Based Flue Gas Desulphurisation System meets the guaranteed parameters and demonstration parameters as specified in the contract, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the Contractor shall promptly carry out all the corrective measures related to engineering services at their own expense and shall promptly provide corrected design to the Employer.
- (f) Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the Wet Limestone Based Flue Gas Desulphurisation System and payment of financial liabilities and penalties and fulfillment of all other contractual obligations as provided under the contract shall be the joint and severally responsibility of the Contractor and Associate/Collaborator.

4. We, the Contractor, the PROMOTER and the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer do hereby undertake and confirm that this Deed of Joint Undertaking shall be irrevocable and shall not be revoked till ninety (90) days after the expiry of defect liability period of the plant under the Contract and further stipulate that the Undertaking herein contained shall terminate after ninety (90) days upon satisfactory completion of such defect liability period. We further agree that this undertaking shall be without any prejudice to the various liabilities of the Contractor, including the Contract Performance Guarantees as well as other obligations of the Contractor in terms of the Contract.

5. We, the Contractor, the PROMOTER and the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer will be fully responsible for the quality of all equipment/main assemblies/components manufactured at their works or at their Vendor's works or constructed at site, and their repairs or replacement if necessary for incorporation in the relevant system(s) of Flue Gas Desulphurisation (FGD) System Package for 2X500 MW ANPARA 'B' and timely delivery thereof to meet the completion schedule under the Contract.

6. In case of Award, in addition to the Contractor's Performance Bank Guarantee furnished by the Contractor, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer shall furnish "as Security" an on demand Performance Bank Guarantees in favour of the Employer as per provisions of the Bidding Documents. The value of such Bank Guarantees shall be equal to Two percent (2%) of the total contract price of the Contract signed between the Contractor and UPRVUNL and it shall be towards guaranteeing the faithful performance/compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein.

The Bank Guarantee shall be unconditional, irrevocable and valid for entire period of contract, i.e. till ninety (90) days beyond the end of the Defect Liability period of the Flue Gas Desulphurisation (FGD) System Package for 2X500 MW ANPARA 'B' under the Contract. In case of delay in completion of the defect liability period, the validity at this Bank Guarantee shall be extended by the period of such delay. The Bank Guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.

7. Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as per arbitration procedure/rules mentioned in the Contract documents. This Deed of Joint Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Lucknow shall have exclusive jurisdiction.
8. We, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer and the Contractor, the PROMOTER agree that this Deed of Joint Undertaking shall be irrevocable and shall form an integral part of the Contract. We further agree that this Deed of Joint Undertaking shall continue to be enforceable till the successful completion of Contract and till the Employer discharge it.
9. That this Deed shall be operative from the effective date of the NOA.

IN WITNESS WHEREOF, the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer, the PROMOTER and the Contractor, through their authorised representatives, have executed these present and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

For M/s \_\_\_\_\_  
(QFGDM)

(Signature of Authorized Representative)  
Name  
Designation

Witness

1.  
(Name in Block Letters)

Official Address

For M/s Engineering Projects (India) Limited  
(Bidder / Contractor)

(Signature of Authorized Representative)  
Name  
Designation

Witness :

1.

(Name in Block Letters)

Official Address

Notes:

- i) Power of Attorney of each of the person signing the Deed of Joint Undertaking and Board resolution in regard of POA of Authorised signatory, shall be furnished alongwith this Deed of Joint Undertaking.
- ii) The list of banks which are acceptable to UPRVUNL for issuing Bank Guarantee in this regard is indicated in Annexure-I to SCC.
- iii) \* Bidder to strike out, whichever is not applicable.