

**ENGINEERING PROJECTS (INDIA) LTD.**

(A Govt. of India Enterprise)

Corporate Office, New Delhi

NIT No: EPI/CO/CON/968/834

Date: 24.08.2024

**NOTICE INVITING e-TENDER (NIT)**

**Tender for “Design, Engineering, Supply, Fabrication, Installation, Testing and Commissioning of Overall Mechanical Package with detail engineering (i.e. Absorber shell with its Internal Equipment, Booster Fans, Ducting system, Oxidation Air-Blowers, Recirculation Pumps, Tanks, Lime and Gypsum handling system etc.) in all respects (on EPC Mode) for the project “Supply, Installation, Commissioning & Testing of FGD system for 500 MW Unit No.6 of Ukai TPS with 03 years comprehensive O&M contract”.**

Engineering Projects (India) Ltd. invites the open tender **on EPC basis** through e-tendering from the eligible contractors/firms who fulfill the eligibility criteria as per the brief particulars of scope for **Tender for “Design, Engineering, Supply, Fabrication, Installation, Testing and Commissioning of Overall Mechanical Package with detail engineering (i.e. Absorber shell with its Internal Equipment, Booster Fans, Ducting system, Oxidation Air-Blowers, Recirculation Pumps, Tanks, Lime and Gypsum handling system etc.) in all respects(on EPC Mode) for the project “Supply, Installation, Commissioning & Testing of FGD system for 500 MW Unit No.6 of Ukai TPS with 03 years comprehensive O&M contract”.** in single stage two bid system (Techno-commercial bid & Price Bid):

<b>S. No.</b>	<b>Name of Work</b>	<b>Completion Period</b>	<b>Earnest Money Deposit (EMD) in ₹</b>	<b>Tender fees in ₹</b>
1.	Tender for “Design, Engineering, Supply, Fabrication, Installation, Testing and Commissioning of Overall Mechanical Package with detail engineering (i.e. Absorber shell with its Internal Equipment, Booster Fans, Ducting system, Oxidation Air-Blowers, Recirculation Pumps, Tanks, Lime and Gypsum handling system etc.) in all respects(on EPC Mode) for Flue Gas Desulphurization (FGD) system	<b>16 (Sixteen) months + 18 Months Defect Liability Period</b>	₹ 2,02,35,390.00 (Rupees Two Crore Two Lakh Thirty Five Thousand Three Hundred Ninety Only)	₹ 29,500.00 (Rupees Twenty Nine Thousand Five Hundred Only) including GST @ 18%.

**1. SCOPE OF WORK:**

The Scope of Work under this tender shall include Design, Engineering, Procurement and Construction (EPC) of Mechanical works (as detailed in the tender documents) for the project “Supply, Installation, Commissioning & Testing of FGD system for 500 MW Unit No.6 of Ukai TPS with 03 years comprehensive O&M contract”, which includes Supply, Fabrication, Quality

Control, Erection and Commissioning/ Supervision of Erection, & Commissioning, Supply of Mandatory Spares, Performance Testing& Guarantee (as per the Technical Specification), Operations & Maintenance (O&M) for the Supplied items for 3 years.

The scope of Mechanical Packages comprises the supply, storage at site, as specified hereinafter but without excluding any other necessary components, which are not mentioned herein but are required for the completeness and efficient, easy and reliable operation of the system. The works includes supply of all materials, consumables, tools, mandatory spares etc. as per approved drawings and specifications, but not limited to the following:

## 2. Main List Of Mechanical Equipment For Ukai FGD

S. No.	Item Description
1.0	Booster Fans & Drives Including Instrumentation, Vibration Monitoring System, Lubrication System
2.0	Absorber Vessel Along With 3mm Internal Flake Glass Lining, Alloy For Absorber Inlet Wet-Dry Interface, Supporting Structure And Lift Including All Electricals
3.0	Absorber Internals Like Absorber Spray Headers, Agitator For Absorber, Spray Nozzles Including Fasteners And With Internal Grid Piping, Absorber Tray System Including Bolts & Nuts, Oxidation Air Blowers & Its Sound Hood & Blow Off Piping, Absorber Oxidation Air Lances Including Bolts & Nuts & Flush Pipe, Mist Eliminator, Washing Device For Mist Eliminator Etc.
4.0	Flue Gas Duct (Complete From Existing Chimney To Absorber Inlet & Absorber Outlet To Flue Can Of New Chimney & Equipment Like Booster Fan, Oxidation Blower With Internal Grid Piping Etc. Inlet & Outlet Ducting) & Its Supporting Structures
5.0	Expansion Joints
6.0	Dampers, Seal Air Fans & Heaters
7.0	Flushing Nozzle For Absorber Inlet Duct
8.0	Pumps Including All Instrumentation Except Cabling
9.0	Tanks Including All Instrumentation Except Cabling
10.0	Agitators Including All Instrumentation Except Cabling
11.0	Water Systems (ECW, Potable Service Water), Piping, Valves etc. Including All Instrumentation Except Cabling Including Waste Water System
12.0	Absorber Recirculation Pumps Along With Its Drives Including Instrumentation, Vibration Monitoring System
13.0	Compressed Air System Including All Electrical, Instrumentation, Controls Etc.
14.0	Fire Fighting System With Fire Detection & Alarm System Including All Electrical, Instrumentation, Controls Etc.
15.0	AC & Ventilation System Including All Electrical, Instrumentation, Controls Etc.
16.0	Limestone & Gypsum Conveyor Handling System
17.0	Wet Ball Mill Including Drives, Mill Tank With Agitator, Mill Cyclone & Grinding Ball Charge Including Instrumentation, Vibration Monitoring System
18.0	Belt Safety Switches

i)	Belt Weigh Scales
ii)	Safety Switches (PCS, BSS, CID, ZSS)
iii)	Metal Detector
19.0	Gypsum Dewatering System (Vacuum Belt Filter, Vacuum Pumps & Hydro Cyclones Inclusive)

The Bidder shall furnish data and provide Work Completion Certificates/ Work Orders on provenness for critical equipment, auxiliaries, system and bought-out items which have been manufactured/ got manufactured by OEMs and supplied by the bidder/ manufacturer or manufactured/ got manufactured by proposed sub-vendors and these are in successful operation in at least one plant for a period not less than one year prior to 30 days of initial date of Techno-commercial Bid Opening.

### 3. Project site Information

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

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

The details of scope of work are given in the tender document.

### 4. Time schedule of Tender activities:

I	Start Date & Time for Uploading of tender documents	24.08.2024 from 0900 hrs
ii	Last Date & Time of Submission of Tenders (online)	16.09.2024 upto 1500 hrs
iii	Date & Time of online Opening of tender (Technical Bid)	17.09.2024 at 1500 hrs
iv	Last date of submission of pre bid queries	31.08.2024
v	Pre-bid Meeting through VC	02.09.2024 at 1500 hrs

All pre-bid queries shall have to be sent addressing Executive Director, Contracts Division, Engineering Projects (India) Limited, Corporate Office, New Delhi to [contracts@epi.gov.in](mailto:contracts@epi.gov.in).

### 5. Qualification Criteria

The technically and financially sound bidder, who fulfill the following requirements are eligible to participate in this tender.

**Bidder shall have to meet either Route 1 or Route 2 criteria as detailed below:**

## Route-1

### A) Technical Criteria

The bidder shall meet the following requirement as mentioned below for technical eligibility criteria.

The bidders must have successfully completed following "similar works" during the last Seven (07) years ending last day of the month previous to the one in which applications invited should be either of the following:

- a. One similar completed work costing not less than the amount equal to **Rs. 153.89 Crs.**  
OR
- b. Two similar completed works each costing not less than the amount equal to **Rs. 96.18 Crs.**  
OR
- c. Three Two similar completed works each costing not less than the amount equal to **Rs. 76.95 Crs.**

**The Similar Work shall means** "The bidder must have successfully completed Mechanical Works in Industrial projects in the field of Power / Steel / Material Handling / Oil & Gas sector / Fertilizer / Flue Gas Desulfurization and the project successfully commissioned."

### (B) Financial Criteria

- i. Should have average annual financial turnover on works amounting at least **Rs. 96.18 Crs.** during the last three consecutive financial years ending on 31.03.2023. Turnover certificate with balance sheets along with schedules duly certified by a Chartered Accountant along with UDIN issued by ICAI is also to be submitted.
- ii. Should not have incurred any losses in more than two years during the immediate last five consecutive financial years, ending 31.03.2023, Copies of Annual report including therein balance sheet, statement of profit & loss for last 5 years along with schedules duly Certificate from Chartered Accountant with UDIN issued by ICAI is also to be submitted.
- iii. Should have a Banker's Certificate from a National / Schedule Bank of the amount equal to **Rs. 76.95 Crs.** The Banker's Certificate or should not have been issued earlier than Three (03) Months of last date of submission of tender.

OR

Net worth Certificate of minimum **Rs. 19.24 Crs** of the estimated cost put to tender issued by certified Chartered Accountant with Unique Document Identification Number (UDIN). The Net Worth certificate shall be of the last financial year ending on 31st March 2023.

The Banker's Certificate & Net worth Certificate shall be in the format prescribed in **Annexure-V**.

**Route 2:**

The bidder (JV / Consortium) / Sole bidder shall meet the following requirement as mentioned below for technical eligibility criteria.

The bidders must have successfully completed following "similar works" during the last Seven (07) years ending last day of the month previous to the one in which applications invited should be either of the following:

- a. One similar completed work costing not less than the amount equal to **Rs. 153.89 Crs.**

OR

- b. Two similar completed works each costing not less than the amount equal to **Rs. 96.18 Crs.**

OR

- c. Three Two similar completed works each costing not less than the amount equal to **Rs. 76.95 Crs.**

**The Similar Work mean** "The bidder must have successfully completed infrastructure/ Industrial projects of value as mentioned qualifying criteria at Route 2: a, b and c.

- JV / Consortium / Sole bidder or any of partners of JV / Consortium or sole bidder should have valid tie up with QFGDM (Qualified Flue Gas Desulphurization System Manufacturer).
- QFGDM (Qualified Flue Gas Desulphurization System Manufacturer) already working for atleast 01 FGD project of capacity 250MW power plant in India.
- In addition to above, JV / Consortium / Sole bidder must submit undertaking that all Mechanical Installation, Testing and Commissioning work will be carried under supervision of QFGDM (Qualified Flue Gas Desulphurization System Manufacturer).

**Definition for JV / Consortium bidder :**

**"Joint Venture / Consortium"** means the group of entities which have come together for implementation of this Project;

**"Lead Member"** shall, in the case of a joint venture / Consortium, mean the member of such joint venture / Consortium who shall have the authority to bind the contractor and each member of the Joint Venture / Consortium and shall be deemed to be the Contractor for the purposes of this Agreement; the Lead Member shall itself undertake and perform at least 51% (fifty one per cent) of the total work. Other member of JV should have at least 26%.

**Joint Venture / Consortium Eligibility Criteria: -**

Applications from Joint Venture Company / Consortium shall be considered subject to following conditions.

- i) Joint Venture / Consortium shall not comprise of more than 2 (Two) partners.
- ii) Members of the Joint Venture / Consortium shall nominate one member as the lead member (the "Lead Member").
- iii) The nomination(s) shall be supported by a Power of Attorney, signed by all the other Members of the Joint Venture / Consortium and the JV / Consortium as a whole shall cumulatively/collectively fulfil the 100% requirement.
- iv) Joint Venture / Consortium or each partner of JV / Consortium should be registered with statutory authorities in India and have valid PAN No.
- v) An agreement between the Joint Venture / Consortium (**as per Annexure-XVI**) should be submitted along with technical bid. This agreement shall be binding on the parties till the completion of all contractual liabilities of the project.
- vi) The company/member of Joint Venture / Consortium if participating individually cannot participate as a member of Joint Venture / Consortium bidding for the same project. In case of violation, the tenders of such defaulting company & Joint Venture / Consortium shall be rejected.
- vii) The net worth as on 31.03.23 of all the partners individually, should be positive.
- viii) The members of Joint Venture / Consortium can individually or jointly fulfill minimum eligibility criteria of NIT.
- ix) JV / Consortium Member shall not submit more than one BID for the said NIT. A Bidder bidding individually or as a member of a Joint Venture / Consortium shall not be entitled to submit another BID either individually or as a member of any Joint Venture.
- x) **Joint and several liability for all the contractual obligations.**
  - (i) If the Contractor has formed a Joint Venture / Consortium of not more than 2 members for implementing the Project:
    - (a) All members shall, without prejudice to the provisions of this Agreement or any other agreement, be deemed to be jointly and severally liable to the Authority for the performance of the Agreement; and
    - (b) The lead members shall ensure that no change in the composition of the Joint Venture / Consortium is effected without the prior consent of the Authority.
  - (ii) Without prejudice to the joint and several liability of all the members of the Joint Venture / Consortium, the Lead Member shall represent all the members of the Joint Venture / Consortium and shall always be liable and responsible for discharging the functions and obligations of the Contractor. The Contractor shall ensure that each member of the Joint Venture / Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Authority shall have the right to release payments solely to the Lead Member and shall not

in any manner be responsible or be held liable for the inter se allocation of payments among members of the Joint venture / Consortium.

- xi) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations.
- xii) No change in the constitution of JV / Consortium will be allowed during the entire period of contract validity without the prior approval.
- xiii) In the event of failure of sustenance of JV / Consortium, the contract shall be cancelled; bid securing declaration forfeited and each constituent of JV/ Consortium will be debarred for 2 years from any works. Further, the contracts already awarded, if any, shall be terminated and the performance bank guarantees shall be forfeited.
- xiv) The JV/Consortium must provide that the Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the JV / Consortium and the entire execution of the contract shall be done with active participation of the Lead Member.
- xv) The contract agreement should be signed by each JV / Consortium members. Subsequent declarations / letters / documents shall be signed by lead member authorized to sign on behalf of the JV / Consortium or authorized signatory on behalf of JV / Consortium.
- xvi) The bid should be signed by the person submitting the bid, duly authorized by all the members of the JV / Consortium.

**(B) Financial Criteria**

- a. Should have average annual financial turnover on works amounting at least **Rs. 96.18 Crs.** during the last three consecutive financial years ending on 31.03.2023. Turnover certificate with balance sheets along with schedules duly certified by a Chartered Accountant along with UDIN issued by ICAI is also to be submitted.
- b. Should not have incurred any losses in more than two years during the immediate last five consecutive financial years, ending 31.03.2023, Copies of Annual report including therein balance sheet, statement of profit & loss for last 5 years along with schedules duly Certificate from Chartered Accountant with UDIN issued by ICAI is also to be submitted.
- c. Should have a Banker's Certificate from a National / Schedule Bank of the amount equal to **Rs. 76.95 Crs.** The Banker's Certificate or should not have been issued earlier than Three (03) Months of last date of submission of tender.

OR

Net worth Certificate of minimum Rs. 19.24 Crs of the estimated cost put to tender issued by certified Chartered Accountant with Unique Document Identification Number (UDIN). The Net Worth certificate shall be of the last financial year ending on 31st March 2023.

The Banker's Certificate & Net worth Certificate shall be in the format prescribed in **Annexure-V.**

**Note:**

- Bidder shall submit copies of Completion certificates along with LOA / LOI, Contract agreement clearly mentioning the detail scope of work, value of work, date of start, time period as per LOI and actual date of completion and actual value of work completed. The experience certificate in this regard should be issued by officer not below the rank of Executive Engineer / Project Manager / Unit Officer.
- In case a bidder does not satisfy the financial criteria stipulated above on its own, its holding company would be required to meet the stipulated turnover requirements as above. In such an event the Bidder would be requested to furnish along with Techno Commercial bid, a Letter of undertaking from the Holding company, pledging unconditional and irrevocable financial support for the execution of Contract by the bidder in case of award.
- **In case of JV financial criteria must be met by lead member. During evaluation joint (2 partners put together) financial / technical criteria will not be considered for qualification.**
- 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.
- The cost of free issue materials shall not be included in the completion cost of works.
- **The experience certificates issued by Government Organizations / Semi Government Organizations / State Government Public Works Department / Central Government / Public Sector Undertakings / Autonomous Bodies / Municipal Bodies / Public Limited Companies listed on BSE / NSE and private party shall be accepted for assessing the eligibility of the tenderer. However, the certificates issued by Public Limited Company & Private Party must be supported by work order & TDS certificates for completed value duly certified by a Chartered Accountant along with UDIN issued by ICAI.**

**Foreign Certificates:**

- In case the work experience is for the work executed outside India, the bidders have to be submit the completion/ experience certificate issued by the owner duly signed & stamped, and affidavit to the correctness of the completion/ experience certificates. The bidder shall also get the completion/ experience certificate attested by the Indian Embassy / High Commission in the respective country.
- In the event of submission of completion/ experience certificate/ other documents by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy/ consulate/ High Commission in the respective country.
- Note: Provided further that bidders from member countries to the HAGUE convention, 1961 are permitted to submit requisite documents with "Apostille stamp" affixed by Competent Authorities designated by the government of respective country which would



be acceptable in lieu of attestation from the Indian Embassy/ Consulate/ High Commission in their respective countries.

For the purpose of evaluation of bidders, the conversion rate of such a currency into INR shall be the daily representative exchange rate published by the IMF as on 7 (Seven) days prior to the Last Date of submission including extension(s) given if any.

6. Tender documents comprising of the following are available for download/Procure and submission on CPP Portal: <https://etenders.gov.in/eprocure/app> and available for reference on the websites of EPI: [www.engineeringprojects.com](http://www.engineeringprojects.com).

<b>Vol. I</b>	<ul style="list-style-type: none"> <li>a) Notice Inviting Tender,</li> <li>b) Letter of Undertaking (Annexure-I),</li> <li>c) Form of Tender(Annexure-II),</li> <li>d) Memorandum (Annexure-III),</li> <li>e) Financial Details (Annexure-IV)</li> <li>f) Banker's Certificate/ Net Worth Certificate (Annexure-V),</li> <li>g) Affidavit for NIT (Annexure – VI),</li> <li>h) Director's details as per Annexure-VII,</li> <li>i) Site Visit Declaration (Annexure-VIII),</li> <li>j) Local Content Declaration (Annexure-IX),</li> <li>k) Bidder Information &amp; Bank Details (Annexure-X),</li> <li>l) Declaration for Non-Blacklisting Status (Annexure-XI),</li> <li>m) Declaration for Skilled Work Force (Annexure-XII)</li> <li>n) Proforma For Bank Guarantee In Lieu Of Earnest Money Deposit (Annexure-XIII)</li> <li>o) Integrity Pact (Annexure-XIV)</li> <li>p) Proforma For Security Deposit Cum Performance Guarantee (Annexure-XV),</li> <li>q) Format for Joint Bidding Agreement for Joint Venture (Annexure-XVI)</li> <li>r) Format for Power of Attorney for signing of BID (Annexure-XVII)</li> <li>s) Format for Power of Attorney for Lead Member of Joint Venture (Annexure-XVIII)</li> <li>t) Instructions to Tenderers (Suppliers),</li> <li>u) Addendum To Instructions To Tenderers,</li> <li>v) Special instructions to Bidders for e-Tendering,</li> <li>w) Additional Conditions of Conditions (ACC),</li> <li>x) General Conditions of Conditions (GCC) and</li> <li>y) Bidder Registration and Bid Submission Module.</li> </ul>
<b>Vol. II</b>	Scope of work with Technical Specifications and Drawings
<b>Vol. III</b>	Price Bid & Bill of Quantities

7. In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities. Interested bidders have to enroll themselves in CPP Portal: <https://etenders.gov.in/eprocure/app> to participate in the bidding under this invitation

for bids. Also, Tender documents comprising of the following are available on the website of EPI: [www.epi.gov.in](http://www.epi.gov.in) & CPP Portal: <https://etenders.gov.in/eprocure/app>

For any technical related queries please call at 24 x 7 Help Desk Number  
0120-4001 002, 0120-4001 005, 0120-6277 787

International Bidders are requested to prefix +91 as country code

Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in)

Policy Related - [cphp-doe@nic.in](mailto:cphp-doe@nic.in)

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

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

#### 8. Tender Fee:

Bidders including MSME bidders can download the bid document from the portal without registering or paying document fees; however, interested bidders have to pay tender fees for participating in the tendering and submitting the bid. Rs. 2,360.00 (Rupees Two Thousand Three Hundred Sixty only). The tender fee is inclusive of GST @ 18% and is non-refundable. The bidders have to submit, the scanned copy of Tender fee receipt after depositing the tender fee online through RTGS/ NEFT in EPI's Bank Account (as mentioned Below) along with the online bid.

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

**Note: It is to be noted that being a "Works Contract" MSE benefits are not applicable. Hence all bidders have to pay tender fees and EMD of requisite amount as specified in the tender. If the offer is received without requisite Tender Fee and EMD shall be summarily rejected.**

#### 9. Earnest Money Deposit

E-Bids must be submitted/ uploaded along with scanned copies of relevant documents pertaining to **Clause no. 5 and Clause no. 36** under Single Stage Two Envelope Bidding Procedure on the CPP portal on or before last date and time of online bid submission. Late bids will not be accepted. Under the above procedure, only the first envelope (Technical Part) shall be opened in the presence of the bidders' representatives who choose to attend in person at the address given below on schedule date and time of bid opening or may be viewed by the

bidders by logging in to the portal as per features available to them. Second envelope i.e. Price part shall be opened of technically qualified bidders.

**The bid must be accompanied by an Earnest Money Deposit (EMD) of Rs. 2,02,35,390.00 (Rupees Two Crore Two Lakh Thirty Five Thousand Three Hundred Ninety Only)** This can be either in the form of Insurance Surety Bond or Account Payee Demand Draft or Fixed Deposit Receipt or Banker's cheque or Bank Guarantee of any Nationalized Bank/ Scheduled Bank/ Commercial bank as per the enclosed format or payment online in an acceptable form for the full amount of EMD payable favouring "Engineering Projects (India) Limited" payable at New Delhi. The EMD shall be valid for minimum period of 150 days (One hundred fifty) from the last day of submission of tender. The earnest money (if any) will be forfeited without any prejudice to any right or remedy, in case the Bidder withdraws his offer(s) during the validity period or in case he changes his offer to his benefits, which are not acceptable to EPI.

The scanned copy of Bid security as mentioned in the NIT (Insurance surety bond, Bank Guarantee, DD, Bankers Cheque etc.) shall be submitted by the bidders with their online bid. **Preferably, Original physical form of EMD shall be submitted before the final extended bid due date and time but not later than 5 (five) calendar days from final extended bid due date and time.** In case the EMD/Bid security in original physical form does not reach EPIL within the above cutoff date, his bid shall be rejected and not considered for future evaluation, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of EMD/Bid security was earlier uploaded by the bidder on the mentioned Portal (online bid).

In case EMD/Bid security is submitted through net banking, submission of Original physical form of EMD / Bid Security within the bid due date shall not be required. **However, transaction details / proof of submission of EMD / bid security through net banking shall be uploaded in designated place in Tendering Portal (Online).**

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

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

Proforma for Bank Guaranty In Lieu of Earnest Money Deposit is enclosed at **Annexure-XIII.**

10. The EMD of the successful bidder will be discharged after the contractor has furnished the required acceptable performance guarantee No interest shall be paid by EPI on the EMD.

**EMD may be forfeited:**

- a) If the bidder withdraws the bid after bid opening during the period of validity.
- b) Any unilateral revision in the offer made by the tenderer during the validity of the offer.
- c) If the contractor hides/ withholds (or does not disclose) any material information up on non-acceptance of LOI/ LOA, if and when placed.
- d) If any bidder furnishes any incorrect or false statement/ information/ document.
- e) If the bidder does not intimate the names of persons who are working with him in any capacity or are subsequently employed by him who are near relatives to any officers of EPI

and/ or name of bidder's near relative who is posted in the project office/ concerned office of EPI.

f) **Return of EMD:**

The EMD of all unsuccessful tenderers (i.e. except evaluated lowest tenderer) shall be returned within Seven (7) days of the opening of price bids by EPI. Subject to clause no. 7.6 of GCC, EMD of the successful bidder should be returned after receipt of Security Deposit cum Performance Guarantee by him. **EMD** of successful tenderer, if deposited in the form of Demand Draft shall be treated as part of retention Money

**11.** An attested copy of power of attorney/ affidavit/ Board Resolution executed as under shall accompany the 'Tender Documents'.

a) In case of Sole Proprietorship, an affidavit of Sole Proprietorship and if the tender is signed by any other person Power of Attorney by the Sole Proprietor in favour of signatory.

b) In case of Partnership, if document is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the documents authorizing him to sign the documents. The person signing the documents should also have a specific authority to refer disputes with the partnership firm to arbitration.

c) In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.

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

**12.** Notwithstanding anything stated in tender, EPI reserves the right to assess the capabilities and capacity of the tenderer to perform the contract, in the overall interest of EPI. In case, tenderer's capabilities and capacities are not found satisfactory, EPI reserves the right to reject the tender. The credentials of the Bidders with respect to Technical & Financial criteria shall be verified and inspection of the works, if required, to be carried out by EPI. If not found satisfactory by EPI, their bid will be considered non-responsive and rejected.

**13.** Bidder has to submit undertaking regarding details of Constitution of firm/Company along with the details of its directors as per enclosed **Annexure-VII**. In case the bidder fails to submit Constitution of firms with the bid along with the details of its firm Directors as per **Annexure-VII** their bid will be rejected.

**14.** It is desired that the bidder visits the site before submitting the bid to assess the Ground condition and working conditions at site. In case the bidder decides not to visit site, they shall be responsible for all the consequences thereof. Bidder has to submit a self-declaration as per **Annexure- VIII** with the bid in respect of the same.

**15.** For Promotion of Public Procurement (Preference to Make in India) order 2017 (Revised Order dated 16.09.2020) GOI Guideline for procurement, the equivalent Indian makes of materials conforming to requisite quality in addition to List of Makes/ Brands may be considered subject to approval of Client/ Engineer. Also "local supplier/ bidder at the time of tendering, bidding or solicitation shall be required to provide self-certification in his letter head that the item offered

meets the minimum local content and shall give the details of the location(s) at which the local value addition is made”(Certificate as per **Annexure- IX**).

16. The Bidder should not be currently declared ineligible/ suspended/ blacklisted/ banned/ debarred by EPIL or by any Central/ State Govt. Department/Public Undertaking or Enterprise of Central/ State Government and such ban should not be in force at the time of submission of the bid or extended deadline for submission of bid. Bidder has to submit a notarized self-declaration with the bid in respect of the same that **“(.....Agency Name...) has not been currently declared ineligible/ suspended/ blacklisted/ banned/ debarred by EPIL or by any Central/ State Govt. Department/ Public Undertaking or Enterprise of Central/ State Government and such ban should not be in force at the time of submission of the bid or extended deadline for submission of bid”** as per **Annexure – XI**.
17. In case of any unscheduled holiday taken place on the last day of submission of tender, the next working day will be treated as scheduled day and time for submission of Tender.
18. **Evaluation of the bidders:**  
Evaluation of the Bidders shall be subject to through verification of their documents related with credentials, BG and Bankers Certificate or Net-worth certificate and inspection of similar type works carried out/ in progress by them, through a Technical Committee of experts to be constituted by EPIL.
19. The Terms & Conditions contained in this NIT and tender documents shall be applicable. No deviation shall be allowed from the terms and conditions stipulated in the ‘Tender Documents’ and tender containing deviations are liable to be rejected.
20. The rates quoted by the bidder shall be firm and fixed for the entire period of completion and till handing over of the work. No revision to rates or any escalation shall be allowed on account of any increase in prices of materials, labour, POL and Overheads etc during the entire contract period or extended contract period.
21. The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI’s website/ CPP portal <https://etenders.gov.in/e procure/app> the bidders are required to check these websites regularly for this purpose, to take into account before uploading/submission of tender. **All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure.**
22. The price bid shall be accepted subject to the verification of credentials of the bidders from issuing authorities i.e. departments/ Banks. Opening of price bid does not prove the qualification of the bidder and no bidder can raise any claim whatsoever if their price bids are denied on the ground of verification of his credentials.
23. EPI reserves the right to extend the date of submission of the tender or cancel the tender or accept any tender or reject any or all tenders or split the work of tender or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion even if an applicant may satisfy eligibility criteria. There will be no public tender

opening. However, selected tenderers may be called for discussions/ clarifications after the tenders have been scrutinized.

24. a) In case of tie-tender, where two firms are bidding lowest, EPI reserves the right to split the work among these bidders and / or EPI will reserve the right to award the tender to any one of such bidder. Even after opening of tenders EPI may enter into agreement with more than one party or may enter into agreement for part of the total work included in the tender. In such an event, the contractor shall not be allowed to revise upward their quoted rates.

b) EPI reserves the right to delete any item while awarding the work.

25. Bidders to use as much as possible the material / services from MSME. Contractors to use as much as possible, the material/service from MSEs & Local suppliers/ Manufacturers for promotion of Make in India. For Promotion of Public Procurement (Preference to Make In India) order 2017 (amended on 28.05.2018) GOI Guideline for procurement, the equivalent Indian makes of materials conforming to requisite quality in addition to List of Makes/ Brands may be considered subject to approval of Client/ Engineer.

**All the bidders (Class –I local supplier, Class-II local Supplier, Non-Local Supplier) shall provide the percentage of local content in their bid as per Annexure-IX irrespective of whether they are availing or not availing purchase preference under public procurement (Preference to Make in India) Policy.**

26. In case of any discrepancy between the downloaded tender documents from the website and the uploaded copy by the tenderer, the tender documents appearing in the website being uploaded by EPI with the tender shall hold good for contractual as well as legal purposes. The tenderer shall furnish a **declaration** to this effect that “**no addition/deletion/corrections have been made in the downloaded tender document being uploaded by him and it is identical to the tender document appearing on the Website. In case of any discrepancy between the downloaded tender documents from the website and the uploaded copy by me/us, the tender documents appearing in the website being uploaded by EPI with the tender shall hold good for contractual as well as legal purposes**”.

27. This tender is covered under Integrity Pact. Bidder shall comply with the provisions of the Integrity Pact (IP). The Integrity Pact (IP) duly signed by authorized signatory shall be submitted by the Bidder with the RFP Bid & shall be part of the Contract Agreement. The particulars of Independent External Monitor (IEM) for this tender are as below.

S. No.	Name	Email
I	Shri Arun Kumar Sharma	sharmaak6@gmail.com
ii	Shri Ganganna Satish	satishifs@gmail.com

The Integrity Pact (IP) as per format given at Annexure- XIV of Volume – 1 of this tender document is to be submitted in Rs. 100/- stamp paper (duly signed and stamped by the authorized signatory who signs in the offer) along with Techno Commercial Bid. Only those

bidders who have entered such an IP with EPIL would be competent to participate in the bidding.

28. All prospective MSME bidders are requested to get themselves registered on TReDS platform ([www.rxil.in](http://www.rxil.in)) to avail payment benefits.
29. The tenderer must carefully inspect and examine the site and its surrounding and completely satisfy himself before submitting tender as to the nature of the ground, form and the nature of the site, over ground or underground utilities or services which may hinder the progress, means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information to risks, contingencies and other circumstances which may influence or effect the tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and also of the conditions and specifications. The bidder shall submit **Site visit declaration** (Annexure –VIII) for the same.

In case bidder decides not to visit site, Bidder has to submit a self-declaration with the bid in respect of the same declaring that “they shall be responsible for all the consequences thereof”

30. Bidder must submit documentary evidence of having formally certified skilled workforce or commitment by the bidders/ service providers to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at the cost of service provider/vendor. In case, If the bidder doesn't have certificate skilled workforce through **Recognition of Prior Learning (RPL)** till last date of submission of bid then at the time of submission of tender the bidder should submit self-certified Undertaking that bidder shall provide the skilled workers through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project.
31. In the event of award of work, the successful tenderer must furnish Security Deposit/all Guarantees (wherever applicable) as specified in 'Tender Documents' within the time specified in the letter communicating acceptance of his offer failing which the Earnest Money Deposit will be forfeited.
32. Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & condition and specifications of the work to be done and of conditions at which stores, tools, plant etc. will be issued to him by EPI, if any, local conditions and political situations and other factors having bearing on the execution of the works. No claim of contractor whatsoever, within the purview of this clause, shall be entertained at any stage of the project.
33. It is desirable that the bidder should have valid PF Registration. In case, the bidders do not have PF Registration, the same shall be obtained by successful bidder within one month from the date of LOI or before release of First RA Bill.

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

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

The decision of EPI on identification of Abnormally Low Bids (ALBs) shall be final and binding on the bidder. In case the bidder doesn't agree to the identification of ALB or to submit aforesaid undertaking before award of the contract, EPI reserves the right to suspend the bidder in terms of bid security declaration given by the bidder. The above shall be read in conjunction with clause No. 9.2 of GCC.

**35. Disqualification**

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

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



or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

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

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

**36. Bidder shall submit the following documents (A & B) duly signed with date and stamped a part of Technical bid online. Only Online mode will be accepted for tender submission. No documents are required to be submitted offline by the bidders. Bidder has to upload all the relevant certificates regarding PQ criteria (Clause 5.0) and Clause 36.0 for qualifications with the tender, only uploaded documents will be considered for qualification.**

**A. Essential Required Documents:**

- a) Document evidence with regard to tender fees and EMD payment (In case bidder has submitted BG for EMD, a copy of SFMS shall also to be submitted along with BG as per Clause no. 9.0 of NIT).
- b) Details of similar works executed along with completion certificate & copy of Work order for qualification as per PQ criteria.
- c) Letter of Undertaking (Annexure-I).
- d) Form of Tender (Annexure-II).
- e) Copy of Banker's Certificate or Net Worth Certificate as per format (Annexure-V).
- f) Affidavit of NIT (Annexure-VI)
- g) Undertaking regarding Constitution of Firm/ Company (Annexure-VII)

- h) Integrity Pact (Annexure – XIV)
- i) Notarized Joint Bidding Agreement for Joint Venture (Annexure-XVI)
- j) Notarized Power of Attorney for signing of BID (Annexure-XVII)
- k) Notarized Power of Attorney for Lead Member of Joint Venture (Annexure-XVIII)

**B. Other Required Documents:**

- a) Site Visit Declaration (Annexure-VIII)
- b) Covering letter for participation in Bid with Bid name, number with All Corrigendum and addendum (if any).
- c) List of works executed during the last 5 years indicating name of the Client, value, date of start and completion date.
- d) List of works under execution indicating name of the Client, Total Contract Value, Value of balance work in hand, date of start and completion.
- e) CA certified Annual Reports including Audited balance sheets, Financial Turnover and profit and loss accounts along with schedules for the last 5 years upto 31.03.2023 with UDIN issued by ICAI is to be submitted.
- f) CA certified No Loss and Turn over certificate with UDIN issued by ICAI.
- g) Local Supplier Content certificate (Annexure-IX) and Documentary evidence for certified skilled workforce as per Clause No. 15.0 & 25.0.
- h) Declaration in Letter Head in accordance to Clause no. 26.0 of this NIT for no addition/deletion/ corrections in the downloaded tender document.
- i) A notarized self-certification by bidder in accordance to Clause no. 16.0 of this NIT for not blacklisted/ debarred & reprimanded (Annexure-XI).
- j) Registration Certificate/Memorandum and Articles of Association/ Partnership Deed /Affidavit as proof of the organization set up.
- k) Details of manpower and equipment/plant machinery available with Bidder.
- l) Copy of valid PF Registration No. & ESI Registration.
- m) Memorandum (Annexure-III)
- n) Bidder Information with banker details as per the format (Annexure-X).
- o) Copy of PAN Card and GST Registration Certificate.
- p) Financial Details as per Annexure- IV with documents as per Clause no. 5 (B).

**Note: Requisite original documents may be asked from bidders as required by EPI after opening of Bid i.e. power of attorney (if required), affidavit, undertaking etc.**

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

**Executive Director,**

Contracts Division, Corporate Office,  
Engineering Projects (India) Limited.,  
Core-3, Scope Complex,  
7, Institutional Area, Lodhi Road,  
New Delhi - 110003  
Tel No. 011-2436 1666  
E-mail - contracts@epi.gov.in

**38. Contact details for site related Queries / Visit:**

**Sh. S.N. Maharana**

Addl. General Manager  
Engineering Projects (India) Ltd.  
Mob. No. 9348317133

**Site Address:**

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

- 39. Only Online mode will be accepted for tender submission.** The bidders have to submit, the scanned copy of Tender fee receipt after depositing the tender fee online in EPI's Bank Account along with the online bid. Also, the scanned copy of Earnest Money Deposit (EMD) as mentioned in the NIT (Insurance Surety Bond, Bank Guarantee, DD, Bankers Cheque etc.) shall be submitted by the bidders along with their online bid. However, the original of the same shall be submitted by the bidder at the later stage as and when required by EPI.
- 40.** Post tender clarification shall be governed as per clause no. 79.0 of GCC. However, no clarification will be sought in case of non-submission of Tender Fee and EMD of requisite amount or unconditional letter of acceptance or Affidavit for correctness of document/information or Power of Attorney or Net worth/banker's certificate as per format. In such case the bidder shall be rejected summarily without seeking any further clarification/documents.
- 41. All other terms & conditions are as per GSECL Contract Conditions.**
- 42. All the annexures (I – XVIII) shall be submitted by authorized person having power of attorney of JV.**
- 43. EMD & Tender fee shall be paid by lead member of JV.**
- 44. The quoted price for Supply Portion should not be more than 80% of the total quoted price by the bidder.**
- 45.** All correspondence about the above shall be to the following address (By Post/In Person)  
For more information on EPI, visit our website at: <http://www.epi.gov.in>  
For more information on the e-tender visit website <https://etenders.gov.in/eprocure/app>
-

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

**SUB:** Tender for “Design, Engineering, Supply, Fabrication, Installation, Testing and Commissioning of Overall Mechanical Package with detail engineering (i.e. Absorber shell with its Internal Equipment, Booster Fans, Ducting system, Oxidation Air-Blowers, Recirculation Pumps, Tanks, Lime and Gypsum handling system etc.) in all respects (on EPC Mode) for Flue Gas Desulphurization (FGD) system.

**NITNo.:** EPI/CO/CON/968/834 dated 24.08.2024

**UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS**

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

Yours faithfully,

Authorized Signatory

Seal of Tenderer

Dated

**FORM OF TENDER**  
**(TO BE TYPED ON LETTER HEAD)**

**SUB.: Tender for “Design, Engineering, Supply, Fabrication, Installation, Testing and Commissioning of Overall Mechanical Package with detail engineering (i.e. Absorber shell with its Internal Equipment, Booster Fans, Ducting system, Oxidation Air-Blowers, Recirculation Pumps, Tanks, Lime and Gypsum handling system etc.) in all respects (on EPC Mode) for Flue Gas Desulphurization (FGD) system**

**NIT No. : EPI/CO/CON/968/834 dated 24.08.2024**

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

6. If I/we fail to commence the work with issue of Letter for Commencement of Work and / or I/We fail to sign the agreement as per Clause 84 of General Conditions of Contract and/or I/We fail to submit Security Deposit cum Performance Guarantee as per Clause 9.0 &9.1 of General Conditions of Contract, I/We agree that EPI shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent/ Letter for Commencement of Work and to forfeit the said earnest money as specified above.
  
7. We are also enclosing herewith the Letter of Undertaking on the prescribed proforma as referred to in condition of NIT.

Date the .....day of .....

SIGNATURE OF TENDERER -----

NAME (CAPITAL LETTERS) -----

OCCUPATION -----

ADDRESS -----

SEAL OF TENDERER

**MEMORANDUM**

(ENCLOSURE TO FORM OF TENDER)

**SUB.: Tender for “Design, Engineering, Supply, Fabrication, Installation, Testing and Commissioning of Overall Mechanical Package with detail engineering (i.e. Absorber shell with its Internal Equipment, Booster Fans, Ducting system, Oxidation Air-Blowers, Recirculation Pumps, Tanks, Lime and Gypsum handling system etc.) in all respects (on EPC Mode) for Flue Gas Desulphurization (FGD) system**

**NIT No. : EPI/CO/CON/968/834 dated 24.08.2024**

Sl. No.	Description	Cl. No.	Values/Description to be applicable for Relevant clause(s)
i)	Name of work	NIT	Tender for “Design, Engineering, Supply, Fabrication, Installation, Testing and Commissioning of Overall Mechanical Package with detail engineering (i.e. Absorber shell with its Internal Equipment, Booster Fans, Ducting system, Oxidation Air-Blowers, Recirculation Pumps, Tanks, Lime and Gypsum handling system etc.) in all respects (on EPC Mode) for Flue Gas Desulphurization (FGD) system
ii)	Name of Owner / Client	NIT	Gujarat State Electricity Corporation Limited (GSECL)
iii)	Type of Tender	NIT	EPC mode Tender
iv)	Estimated Cost excluding GST		-----
v)	Earnest Money Deposit	NIT	₹ 2,02,35,390.00(Rupees Two Crore Two Lakh Thirty Five Thousand Three Hundred Ninety Only)
vi)	Time for completion of work	NIT	Total work to be completed in <b>16 (Sixteen)</b> months in accordance with the time schedule of completion of work in the Tender Documents.
vii)	Mobilization Advance	ACC	NA
viii)	Interest Rate on Mobilization Advance	ACC	NA
ix)	Recovery of Mobilization Advance	ACC	NA
x)	Validity of Tender	NIT	90 (Ninety) Days
xi)	Security Deposit cum Performance Guarantee	ACC	<b>10% (Ten Percent only)</b> of the contract value of the accepted tender within 21 (twenty one) days from the date of issue of Purchase Order (PO)/ Letter of Intent (LOI). If required, any extension of time beyond 21 days and up-to 60 days may be granted by the Competent Authority. However, a penal rate of interest @ 12% per

Sl. No.	Description	Cl. No.	Values/Description to be applicable for Relevant clause(s)
			<p>annum shall be charged for the delay in submission of Security Deposit after 21 (twenty one) days i.e. from 22nd day to the date of submission of Security Deposit but within 60 days after the date of issue of PO/ LOI. Further, if 60th day happens to be declared holiday in the concerned office of EPI, submission of Security Deposit can be accepted on the next working day.</p> <p>The SDPG shall be submitted in the form of Bank Guarantee (format enclosed), from any Nationalized bank / Scheduled Bank / Commercial Bank or in the form of Insurance Security Bonds or Account Payee Demand Draft or Fixed Deposit Receipt or online Payment in an acceptable form. This SDPG shall be initially remain valid upto 90 (ninety) days after the end of Defect Liability Period (DLP). In case, the time for completion of work gets extended, the contractor shall get the validity of SDPG extended to cover such extended time for completion of work plus DLP plus 90 days.</p> <p>In case, even after 60 days from the date of issue of PO/ LOI, the Bidder fails to submit the Security Deposit of the requisite amount, PO/ LOI will stand withdrawn and EMD of the Bidder shall be forfeited.</p>
xii)	Retention Money	ACC	NA
xiii)	Time allowed for starting the work	ACC	The date of start of contract shall be reckoned from the date of issue of e-mail/telegram / letter / telex / FAX of letter for commencement of work.
xiv)	Defect Liability Period	ACC	18 (Eighteen) Months from the date of Successful commissioning of entire FGD system.
xv)	Arbitration	ACC	Arbitration shall be as per provisions of ACC. The Venue of Arbitration shall be New Delhi.
xvi)	Jurisdiction	ACC	Courts in New Delhi

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS)

\_\_\_\_\_

OCCUPATION

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

SEALOFTENDERER

\_\_\_\_\_



**FINANCIAL DETAILS**

(Details to be filled online also)

**SUB.: Tender for “Design, Engineering, Supply, Fabrication, Installation, Testing and Commissioning of Overall Mechanical Package with detail engineering (i.e. Absorber shell with its Internal Equipment, Booster Fans, Ducting system, Oxidation Air-Blowers, Recirculation Pumps, Tanks, Lime and Gypsum handling system etc.) in all respects (on EPC Mode) for Flue Gas Desulphurization (FGD) system**

**NIT No. : EPI/CO/CON/968/834 dated 24.08.2024**

**MANDATORY INFORMATION DOCUMENTS:**

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

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

**Signature of Chartered Accountant with Seal  
Unique Document Identification Number (UDIN)**

**Seal and Signature of bidder**

**BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

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

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

(Signature) For the Bank

**NOTE**

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

**OR**

**FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT**

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

Unique Document Identification Number (UDIN)

Signature of Chartered Accountant

Name of Chartered Accountant

Membership No. of ICAI

Date and Seal

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

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

**AFFIDAVIT**

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

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

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

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

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

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

**UNDERTAKING**

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

**SUB.: Tender for “Design, Engineering, Supply, Fabrication, Installation, Testing and Commissioning of Overall Mechanical Package with detail engineering (i.e. Absorber shell with its Internal Equipment, Booster Fans, Ducting system, Oxidation Air-Blowers, Recirculation Pumps, Tanks, Lime and Gypsum handling system etc.) in all respects (on EPC Mode) for Flue Gas Desulphurization (FGD) system**

**NIT No. : EPI/CO/CON/968/834 dated 24.08.2024**

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

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

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

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

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

Authorized Signatory

Date

Name & Seal of the Company

**Site Visit Declaration**  
**(To Be Enclosed in Letter Head)**

**SUB.: Tender for “Design, Engineering, Supply, Fabrication, Installation, Testing and Commissioning of Overall Mechanical Package with detail engineering (i.e. Absorber shell with its Internal Equipment, Booster Fans, Ducting system, Oxidation Air-Blowers, Recirculation Pumps, Tanks, Lime and Gypsum handling system etc.) in all respects (on EPC Mode) for Flue Gas Desulphurization (FGD) system**

**NIT No. : EPI/CO/CON/968/834 dated 24.08.2024**

Dear Sir,

I/We ----- Undersigned visited the project site on ----- and collected all the required information and data regarding availability of material and noted the environmental condition.

Yours faithfully,

(Signature of the Tenderer)

Seal of Tenderer

Dated

**Public Procurement (Preference to Make in India)**

**UNDERTAKING**

**LOCAL CONTENT CERTIFICATE**

**SUB.: Tender for “Design, Engineering, Supply, Fabrication, Installation, Testing and Commissioning of Overall Mechanical Package with detail engineering (i.e. Absorber shell with its Internal Equipment, Booster Fans, Ducting system, Oxidation Air-Blowers, Recirculation Pumps, Tanks, Lime and Gypsum handling system etc.) in all respects (on EPC Mode) for Flue Gas Desulphurization (FGD) system**

**NIT No. : EPI/CO/CON/968/834 dated 24.08.2024**

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

Name & Seal of the Issuing Authority

**BIDDER'S INFORMATION**

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

<b>Company Name*</b>	
<b>Registration Number*</b>	
<b>Registered Address*</b>	
<b>Name of Partners/Directors</b>	
<b>Bidder type*</b> Indian/Foreign	
<b>City*</b>	
<b>State*</b>	
<b>Country*</b>	
<b>Postal code*</b>	
<b>PAN/TAN Number*</b>	(PAN/TAN number must have 10 characters. e.g. AESTG2458A)  For bidders who do not have PAN/TAN number may enter TEMPZ9999 as the PAN/TAN number.
<b>Company's Establishment Year</b>	
<b>Company's Nature of business*</b>	
<b>Company's Legal status*</b> Limited company/ Undertaking/Joint venture/Partnership/others	
<b>Company Category*</b> Micro unit as per MSME/ Small unit as per MSME/ Medium unit as per MSME/ Ancillary unit/Project of affected person of this company/SSI/other	
<b>Contact Details</b>	
Enter Company's Contact Person Details	
<b>Title * Mr/Mrs/Dr/Shree/Ms</b>	
<b>Contact Name*</b>	
<b>Date of Birth* (DD/MM/YYYY)</b>	

<b>Correspondence Email*</b>	(Correspondence Email ID can be same as your Login ID. All The mail correspondence will be sent only to the Correspondence Email ID.)
<b>Designation</b>	
<b>Phone *</b>	(Phone details eg: +91 044 22272449)
<b>Mobile*</b>	

**BANKER DETAILS**

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

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



**Declaration for Non - Blacklisting Status**  
**(To Be Enclosed in Letter Head)**

**SUB.: Tender for “Design, Engineering, Supply, Fabrication, Installation, Testing and Commissioning of Overall Mechanical Package with detail engineering (i.e. Absorber shell with its Internal Equipment, Booster Fans, Ducting system, Oxidation Air-Blowers, Recirculation Pumps, Tanks, Lime and Gypsum handling system etc.) in all respects (on EPC Mode) for Flue Gas Desulphurization (FGD) system**

**NIT No. : EPI/CO/CON/968/834 dated 24.08.2024**

I/We ----- hereby certify that we are not declared ineligible/suspended /blacklisted/banned/ debarred by EPIL or by any Central/state Government Department/public undertaking or Enterprise of Central/state Government at the date of submission of our bid.

Yours faithfully,

(Signature of the Tenderer)

Seal of Tenderer

Dated:

**DECLARATION FOR CERTIFIED SKILLED WORKFORCE**

**SUB.: Tender for “Design, Engineering, Supply, Fabrication, Installation, Testing and Commissioning of Overall Mechanical Package with detail engineering (i.e. Absorber shell with its Internal Equipment, Booster Fans, Ducting system, Oxidation Air-Blowers, Recirculation Pumps, Tanks, Lime and Gypsum handling system etc.) in all respects (on EPC Mode) for Flue Gas Desulphurization (FGD) system**

**NIT No. : EPI/CO/CON/968/834 dated 24.08.2024**

We, ..... certify that we shall submit documentary evidence of having formally certified skilled workforce within two months from the date of commencement of work under the project .

OR

We, .....undertake that all our workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project .

(Signature of the Tenderer)

**PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT**

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

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

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

We the above said Bank further agree that the guarantee herein contained shall be in full force and in effect until ..... date ..... Unless a demand or claim under this guarantee is made on us in writing on or before..... date ..... , we shall be discharged from all liabilities under this guarantee thereafter.

We, the above said Bank, further agree that EPI shall have full liberty, without our consent and without affecting in any manner our obligation to verify, modify or delete any of the conditions. We, the above said Bank, lastly undertake not to revoke this guarantee during its currency except with the prior consent of EPI in writing.

Dated.....this day of.....202x.

For and on behalf of the Bank

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

**INTEGRITY PACT**

**(To be submitted in Rs. 100/- stamp paper duly signed and stamped by the authorized signatory who signs in the offer)**

Between

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

And

..... hereinafter referred to as “**The Bidder/ Contractor**”

**Preamble**

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

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

**Section 1 – Commitments of the Principal**

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

**Section 2 – Commitments of the Bidder(s) / contractor(s)**

- 1) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only.
  - e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f) The Bidders(s)/ Contractor(s) will, when presenting their bid, disclose any transgressions with any other company that may impinge on the anti-corruption principle.
  - g) Bidder(s) / Contactor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section3 – Disqualification from tender process and execution from further contracts**

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

### **Section4 – Compensation for Damages**

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

### **Section5 – Previous Transgression**

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

## **Section6 – Equal treatment of all Bidders / Contractors /subcontractors**

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

## **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

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

## **Section8 – Independent External Monitor /Monitors**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, EPI.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is application to Subcontractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, EPI and rescues himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or

take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the independent External Monitor shall give an opportunity to the Bidder/ Contractor to present its case before making its recommendations to the Principal.

- (7) The Monitor will submit a written report to the Chairman EPI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (8) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the EPI Board.
- (9) If the Monitor has reported to the Chairman EPI, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Chairman EPI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (10) The word "Monitor" would include both singular and plural.
- (11) Independent External Monitor shall be required to maintain confidentially of the information acquired and gathered during their tenure/ role as independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.

#### **Section 9 – Pact Duration**

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

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

#### **Section10 – Other provisions**

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of



this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place

.....

.....

Date

.....

Witness 1:

(Name & Address) .....

Witness 2:

(Name & Address).....

**PROFORMA FOR SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE**

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

Dear Sir,

In consideration of the Chairman & Managing Director, Engineering Projects (India) Ltd. (hereinafter called 'EPI' which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions of supply contract /sub-contract no..... Dated.....made between..... (hereinafter referred to as the said Supplier/subcontractor) which expression shall unless repugnant to the subject or context includes its successors and assigns) and EPI in connection with.....  
(Hereinafter called 'The said supply Contract/Sub-contract) to accept a Deed Security Deposit-cum-Performance bank guarantee as herein provided for lieu of:

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

We..... (Hereinafter referred to as "the said bank a Government of India Undertaking which expression shall unless repugnant to the subject or context includes its successors and assigns) and having our registered office at .....do hereby unconditionally and irrevocably undertake and agree to indemnify and keep indemnified EPI from time to time to the extent of (.....) only against any loss of damages, costs, charges and expenses caused to or suffered by or that may be caused or suffered by EPI by reason of any breach or breaches by the said supplier/sub-contractor of any of the terms and conditions contained in the said supply contract/sub-contract and or any amount becoming due for non-performance and /or penalty as assessed by EPI and top unconditionally pay the amount claimed by EPI on demand and without demur.

We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said supply contract/sub-contract and till all the dues of EPI under the said supply contract/sub-contract or by virtue of any of the terms and conditions governing the said contract have been fully paid and its claims satisfied or discharged and till EPI certifies that the terms and conditions of the said supply contract/sub-contract have been fully and properly carried out by the said supplier/ sub-contractor and accordingly discharge this guarantee subject, however, that EPI shall have no claim under this guarantee after 6 months from the date of expiry of the guarantee unless a notice of the claim under this guarantee has been served on the Bank before the expiry of the said period of 6 months.

EPI shall have the fullest liberty without affecting in any way the liability to the said Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said supply contract/sub-contract to extend time of performance of the said Contract or to postpone for any time and from time to time any power's exercisable by it against the said Supplier/sub-contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to EPI and the said Bank shall not be released from its liability under these presents by any exercise by EPI of the liberty with reference to the matters aforesaid or by reason of time being given to the said supplier/sub-contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the said bank from its such liability.

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

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

This guarantee shall be in addition to any other guarantee or security whatsoever that EPI may now or at any time anywise may have in relation to the said supplier/sub-contractor obligation/liabilities under and/or in connection with the said supply contract/sub-contract and EPI shall have full authority to take recourse to or enforce this guarantee in preference to any other guarantee or security which EPI may have or obtain and there shall be no forbearance on the part of EPI IN ENGINEERING OR REQUIRING ENFORCEMENT OF ANY OTHER SECURITY AND shall not have the effect of releasing the said bank from its full liability hereunder:

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

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

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

The amount stated in any notice of demand addressed to EPI to the Guarantor as liable to be paid to EPI by the Supplier/sub-contractor on account of any losses or damages or costs, charges and /or expenses shall as between the said bank and EPI be conclusive providence of the amount so liable to be paid to EPI or suffered or incurred by EPI as the case may be and payable by the said Bank to EPI in

terms hereof. We, the said Bank further undertake that we shall pay forthwith the amount stated in the notice of demand to EPI without demur.

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

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

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

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

FOR AND ON BEHALF OF BANK

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

**Format for Joint Bidding Agreement for Joint Venture**

For

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of .....20.....

AMONGST

1. {M/s \_\_\_\_\_, and having its registered office at\_\_\_\_\_} (hereinafter referred to as the **“First Part (Lead Member)”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {M/s \_\_\_\_\_, and having its registered office at\_\_\_\_\_} and (hereinafter referred to as the **“Second Part (QFGDM Member)”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the **“Parties”** and each is individually referred to as a **“Party”**

WHEREAS,

- A) Engineering Projects (I) Limited, Core 3 Scope Complex, 7 Institutional area Lodhi Road , New Delhi 110003 , (hereinafter referred to as EPI) which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited NIT by its Notice Inviting Tender No..... dated ..... (the **“NIT”**) for \_\_\_\_\_ award \_\_\_\_\_ of \_\_\_\_\_ contract for.....  
.....(Name of work) on EPC mode Project (the **“Project”**) through an EPC Contract.
- B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the NIT document and other bid documents in respect of the Project, and
- C) It is a necessary condition under the NIT document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

On the basis of contents mentioned herein before now it is hereby agreed as follows:

**1.0 DEFINITIONS AND INTERPRETATIONS**

The following words and expressions shall have meanings assigned to them, except where the context otherwise requires.

1.1 JOINT VENTURE shall mean Joint Venture formed by the parties in accordance with this agreement

- 1.2 PARTIES shall mean the individual firms, which have agreed to enter into a Joint Venture by this Agreement for the performance, execution and completion of the works for the Project.
- 1.3 LEAD Member shall take the lead in the Management of the Joint Venture for liaison with the EPI. EPI shall only correspond and liase with LEAD PARTNER only
- 1.4 Wherever in this Agreement provision is made for giving or issue of any notice consent, approval certificate or determination by any party ,unless, otherwise, specified such notice, consent approval, certificate or determination shall be in writing and the words “notify”, “certify” or “determine” shall be construed accordingly. Any such consent, approval certificate or determination shall not be unreasonably withheld or delayed.
- 1.5 All recitals and appendices shall be read as an internal part of this Agreement.
- 1.6 The term Parties and Partners are synonyms.

## **2.0 JOINT VENTURE**

- 2.1 The Parties hereby establish a Joint Venture intend to establish an INCORPORATED Joint Venture under the name of “ .....” with following scope :
  - Preparing and submitting the Tender to EPI in the name of the Joint Venture
  - Providing any further information EPI may require or to negotiate with EPI or any matters requiring negotiations in connections with the finalization of the Tender.
  - Entering into contract with EPI.
  - Performing all works and/or other services to be undertaken for the Project by the Joint Venture under the said Contract.

## **3.0 Covenants**

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into an EPC Contract with the Authority for performing all its obligations as the Contractor in terms of the EPC Contract for the Project.

## **4.0 Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and for performing all its obligations as the Contractor in terms of the EPC Contract for the Project;
- b) Party of the Second Part (QFGDM Member) shall be the Member of the Joint Venture; and
- c) Party of the Third Part (other member) shall be the Member of the Joint Venture.

## **5.0 Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the NIT and the EPC Contract, till such time as the completion of the Project is achieved under and in accordance with the EPC Contract.

## **6.0 Share of work in the Project**

The Parties agree that the proportion of construction in the EPC Contract to be allocated among the members shall be as follows:

First Party:

Second Party:

Further, the Lead Member shall itself undertake and perform at least 51% (fifty one per cent) of the total work. Other member of JV should have at least 26%. if the Contract is awarded to the Joint Venture.

**Being a lead Partner of the Joint Venture shall responsible for successful execution of work.**

All men, materials, machinery, tools and plants, infrastructure, resources etc. as required by JV for execution of the scope work above shall be provided and arranged by the respective parties. The rates quoted by the party in the final tender for their portion of work shall include all charges ,all direct and indirect cost of works, material, labour, plant, and equipments, transportation, electricity and water charges and for all the overheads such a site offices expenses for labour camp, bank guarantee charges EPF / CPF / Statutory Contributions, third party risk coverage all duties, taxes, water electricity charges ,profit, turnover tax/sales tax on works contracts, Service Tax, common Joint Venture expenses and other expenses whatsoever incurred on execution ,completion and maintenance of their respective portions of, the works the parties shall comply with all the requirements laid down by EPI for execution of respective works .Parties shall un-conditionally abide by their quoted rates for execution of works as per terms, conditions, specifications, drawings, documents etc. for the completion, handing over, maintenance period etc, of the project. All financial guarantees, counter guarantees, securities etc. as per the requirements of contract with EPI in proportion to their share of work in total works in the name of Joint Venture only shall be provided and arranged by the respective parties.

## **7.0 Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority

to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

**8.0 All payments made under the contract shall be made by EPI in to the Joint Venture's bank Account in India.**

## **9.0 Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated incase the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

## **10.0 Miscellaneous**

- (i) This Joint Bidding Agreement shall be governed by laws of India.
- (ii) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the EPI.



IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.SIGNED, SEALED AND DELIVERED

**For and on behalf of**

<b>LEAD MEMBER</b>	<b>SECOND PART (QFGDM)</b>
Signature	Signature
Name	Name
Designation	Designation
Address	Address

In the presence of:

**Witness:**

1.

2.

**Notes:**

- i. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- ii. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.
- iii. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Format for Power of Attorney for signing of BID

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of ..... , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for .....(Name of work)..... on EPC mode including but not limited to signing and submission of all applications, BIDs and other documents and writings, and other conferences and providing information/ responses to the EPI, representing us in all matters before the EPI, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the EPI in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the EPC Contract with the EPI.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, .....(name of JV members)....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

For .....  
(Signature, name, designation and address)  
of person authorized by Board Resolution  
(in case of Firm/ Company)/ partner in case of Partnership firm

Witnesses:

- 1.
- 2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Person identified by me/ personally appeared before me/  
Attested/ Authenticated\*

(\*Notary to specify as applicable)

(Signature Name and Address of the Notary)

Seal of the Notary

Registration No. of the Notary

Date:.....

Notes:

- (i) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and

when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- (ii) Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- (iii) For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

**Format for Power of Attorney for Lead Member of Joint Venture**

Whereas the EPI (“the Authority”) has invited BIDs for the (Name of Project) \_\_\_\_\_ on EPC mode Project (the “Project”).

Whereas, \_\_\_\_\_, and \_\_\_\_\_ (collectively the “Joint Venture”) being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the NIT and other BID documents including contract agreement in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s BID for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_ having our registered office at \_\_\_\_\_, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate nominate, constitute, appoint and authorize M/S \_\_\_\_\_ having its registered office at \_\_\_\_\_, being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “Attorney”).

We hereby irrevocably, authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture and submission of its BID for the Project, including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in pre BID and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the BID of the Joint Venture and generally to represent the Joint Venture in all its dealings with the EPI Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture’s BID for the in all respect Project and/ or upon award thereof till the EPC Contract is entered into with the Authority & Compelled.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2....

For .....	For .....
(Signature)	(Signature)

..... (Name & Title)	..... (Name & Title)
-------------------------	-------------------------

(Executants)  
(To be executed by all the Members of the Joint Venture)

Witnesses:

- 1.
- 2.

**Notes:**

- (i) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- (ii) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- (iii) For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.