



ENGINEERING PROJECTS (INDIA) LTD.
(A Govt. of India Enterprise)
Contracts Division, Corporate Office, New Delhi

NIT No: EPI/CO/CON/933/869

Date : 12.11.2024

NOTICE INVITING e- TENDER (NIT)

Tender for Supply, Erection, Testing and Commissioning of “Instrumentation Cables” for Construction of CHP for Transportation of Coal (10 MTY) at Mahanadi Coalfields Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha.

Engineering Projects (India) Ltd., invites the online open e-Tenders on Lump Sum Basis from the eligible contractors/ firms who fulfil the eligibility criteria as per the brief particulars of scope for Tender for Supply, Erection, Testing and Commissioning of “**Instrumentation Cables & Control Cables**” for Construction of CHP for Transportation of Coal (10 MTY) at Mahanadi Coalfields Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha” in two bid system (Techno-commercial bid & Price Bid) for the following works:

S. No.	Name of Work	Project Duration	Tentative Estimated Cost (Excluding GST)	EMD(Rs.)	Tender Fee (Rs.)
1.	Tender for Supply, Erection, Testing and Commissioning of “Instrumentation Cables” for Construction of CHP for Transportation of Coal (10 MTY) at Mahanadi Coalfields Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha”	05 (Five) Months	Rs. 3,45,60,000.00 (Rs. Three Crore Forty Five Lakh Sixty Thousand Only)	Rs 6,91,200.00 (Rs. Six Lakh Ninety One Thousand Two Hundred Only)	Rs. 2,360.00 (Rupees Two Thousand Three Hundred Sixty only)

Notes :

- 1) GST shall be extra @ 18% of the total quoted basic price.
- 2) Rates are to be F.O.R MCL Talcher CHP Site inclusive of Loading, Unloading, Transportation & Freight
- 3) Detailed BBU shall be submitted by bidder for approval of EPIL as per final approved design & drawings.

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1.0 Scope of Work:

The brief scope of work shall include but not limited to

- Supply of Instrumentation Cables & Cable trays including Cable glands, Lugs, cable ties, cable tags, jointing kit etc. for termination of cables.
- Laying and termination of cables using proper tools and tackles, in accordance with relevant Indian standard (IS: 732, IS: 8189, IS: 9537 etc.)
- Installation of Instrumentation Cables & Cable trays including Cable glands, Lugs, cable ties, cable tags, jointing kit etc., ensuring compliance with technical specification & drawing.
- Modification of cables and cable trays as required to suit site conditions, including Gland hole, sealing of gland hole etc.
- Testing and commissioning of “Instrumentation Cables”, during plant commissioning.

2.0 Time schedule of Tender activities:

i	Start Date & Time for Downloading of tender documents	12.11.2024 at 1500 Hrs.
ii	Last Date & Time of Submission of Tenders (online & offline)	26.11.2024 at 1500 Hrs.
iii	Date & Time of online opening of tender (Technical Bid)	27.11.2024 at 1500 Hrs.

3.0 Qualification Criteria:

Contractors/Bidders who fulfill the following requirements are eligible to participate in this tender. **The joint ventures/Consortium is not accepted. Also Certificates of experience as JV/ Consortium will not be accepted. However the bids from authorized system integrators of OEM's are accepted.**

A) Technical Criteria

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

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

OR

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

OR

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

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The “similar works” shall mean Supply, Erection, Testing & Commissioning of “**Instrumentation Cable / Control Cables**” in any Steel/ Power/ Coal/ Mining/ Port/ Water Industries.

If any bidder has executed the same work for the same client through two orders i.e. one for supply and other for erection, then the credential for the combined value of the work may be considered as one similar work.

Note :

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

- For evaluation purpose, the completion cost of works mentioned in the Completion Certificate shall be enhanced by simple rate of Seven Percent (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 any Government Organizations / Semi Government Organizations / Autonomous Bodies / Municipal Bodies / Public Limited Companies listed on BSE / NSE and private party shall be accepted for assessing the eligibility of the tenderer. In case of experience certificate issued by private firm, it should be supported with Form 26AS duly certified by CA along with UDIN issued by ICAI.

(B) Financial Criteria

- ii) Should have average annual financial turnover on works amounting at least 50% of the estimated cost put to tender during the last three consecutive financial years ending on 31.03.2024. 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.
- iii) Should not have incurred any losses in more than two years during the immediate last five consecutive financial years, ending 31.03.2024. 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. No loss Certificate duly certified by a Chartered Accountant along with UDIN issued by ICAI is also to be submitted.

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- iv) Should have a Banker's Certificate from a National / Schedule Bank of the amount equal to 40% of the Estimated Cost put to tender (ECPT). The Banker's Certificate or should not have been issued earlier than Three (03) Months of last date of submission of tender.

OR

Net worth Certificate of minimum 10% of the estimated cost put to tender issued by certified Chartered Accountant with Unique Document Identification Number (UDIN). The Net Worth certificate shall be of the last financial year ending on 31st March 2024.

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

- v) 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.
- vi) 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"**.

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.

- 4.0 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

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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”.

5.0 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.

6.0 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.

7.0 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 & CPP Portal: www.eprocure.gov.in

Volume I	<ul style="list-style-type: none"> a) Notice Inviting Tender, b) Instructions to Tenderers, c) Addendum To Instructions To Tenderers, d) Special instructions to Bidders for e-Tendering, e) Affidavit for NIT (Annexure – I), f) Letter of Undertaking (Annexure – II), g) Form of Tender (Annexure – III), h) Memorandum (Annexure – IV), i) Bidder Information & Bank Details (Annexure-V), j) Site Visit Declaration (Annexure-VI), k) Undertaking (Annexure-VII), l) Undertaking for Procurement form Border Sharing Countries (Annexure-VIII) m) Local Content Declaration (Annexure-IX), n) Banker’s Certificate/ Net Worth Certificate (Annexure-X), o) Format For Bank Guarantee In Lieu Of Earnest Money Deposit (Annexure-XI A) / Format For Insurance Surety Bond In Lieu Of Earnest Money Deposit (Annexure-XI B), p) Format For Security Deposit Cum Performance Guarantee (Annexure-XII), q) Skilled workforce (Annexure-XIII) r) Non – Blacklisting (Annexure-XIV) s) Financial Details (Annexure-XV) t) General Conditions of Conditions (GCC) and u) Bidder Registration and Bid Submission Module.
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Volume II	Additional Conditions of Conditions (ACC), Technical Specifications and Drawings
Volume III	Price Bid & Bill of Quantities

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

- a) In case of Sole Proprietorship, an affidavit of Sole Proprietorship and if the tender is signed by any other person Power of Attorney by the Sole Proprietor in favour of signatory.
- b) In case of Partnership, if document is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the documents authorizing him to sign the documents. The person signing the documents should also have a specific authority to refer disputes with the partnership firm to arbitration.
- c) In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.

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

9.0 In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities. Interested bidders have to enrol 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 & 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

Policy Related - cppp-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.

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10.0 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.

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

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.

11.0 E-Bids must be submitted/ uploaded along with scanned copies of relevant documents pertaining to **Clause no. 3.0 & Clause no. 28.0** under Single Stage Two Envelope Bidding Procedure on the CPP portal on or before last date and time of online bid submission. Late bids will not be accepted. Under the above procedure, only the first envelope (Technical Part) shall be opened in the presence of the bidders' representatives who choose to attend in person at the address given below on schedule date and time of bid opening or may be viewed by the bidders by logging in to the portal as per features available to them. Second envelope i.e. Price part shall be opened of technically qualified bidders.

The bid must be accompanied by an Earnest Money Deposit (EMD) of Rs 6,91,200.00 (Rs. Six Lakh Ninety One Thousand Two Hundred Only). This can be either in the form of Insurance Surety Bond (Format Enclosed) 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**

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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.

12.0 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 upon 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

13.0 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. In case of any

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unscheduled holiday, falling on the last day of submission of tender, the next working day will be treated as scheduled day and time for submission of Tender.

- 14.0 The rates quoted by the bidder shall be firm and fixed for the entire period of completion and till handing over of the work. No revision to rates or any escalation shall be allowed on account of any increase in prices of materials, labour, POL and Overheads etc during the entire contract period or extended contract period.
- 15.0 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI's website/ CPP portal <https://etenders.gov.in/eprocure/app> the bidders are required to check these websites regularly for this purpose, to take into account before uploading/submission of tender. **All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexures.**
- 16.0 Conditions for the bidders belongs to the countries sharing borders with India:
Bidder should follow the circular for Restrictions on Public Procurement from certain countries by Ministry of Finance vide press note posted on: 23 July, 2020 & subsequent amendments thereof by PIB Delhi. The Bidder should provide the undertaking in the format as given in the **Annexure-VIII**.
- 17.0 EPI reserves the right to extend the date of submission of the tender or cancel the tender or accept any tender or reject any or all tenders or split the work of tender or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion even if an applicant may satisfy eligibility criteria.
- 18.0
- a) In case of tie-tender, where two firms are bidding lowest, EPI reserves the right to split the work among these bidders and / or EPI will reserve the right to award the tender to any one of such bidder.
 - b) 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.
 - c) EPI reserves the right to delete any item while awarding the work.
- 19.0 Bidders to use as much as possible the material / services from MSME. Contractors to use as much as possible, the material/service from MSEs & Local suppliers/ Manufacturers for promotion of Make in India. For Promotion of Public Procurement (Preference to Make In India) order 2017 (amended on 28.05.2018) GOI Guideline for procurement, the equivalent Indian makes of materials conforming to requisite quality in addition to List of Makes/ Brands may be considered subject to approval of Client/ Engineer.

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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.

- 20.0 In case of any discrepancy between the downloaded tender documents from the website and the uploaded copy by the tenderer, the tender documents appearing in the website being uploaded by EPI with the tender shall hold good for contractual as well as legal purposes. The tenderer shall furnish a **declaration** to this effect that “**no addition/deletion/corrections have been made in the downloaded tender document being uploaded by him and it is identical to the tender document appearing on the Website. In case of any discrepancy between the downloaded tender documents from the website and the uploaded copy by me/us, the tender documents appearing in the website being uploaded by EPI with the tender shall hold good for contractual as well as legal purposes**”.
- 21.0 All prospective MSME bidders are requested to get themselves registered on TReDS platform (www.rxil.in) to avail payment benefits.
- 22.0 It is desired that the bidder visits the site before submitting the bid to assess the Ground condition and working conditions at site and submit **Site visit declaration (Annexure–VI)**. 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”.
- 23.0 Bidder must submit documentary evidence of having formally certified skilled workforce or commitment by the bidders/ service providers to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at the cost of service provider/vendor. In case, If the bidder doesn't have certificate skilled workforce through **Recognition of Prior Learning (RPL)** till last date of submission of bid then at the time of submission of tender the bidder should submit self-certified Undertaking (**Annexure-XIII**) 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.
- 24.0 In the event of award of work, the successful tenderer must furnish Security Deposit / all Guarantees (wherever applicable) as specified in ‘Tender Documents’ within the time specified in the letter communicating acceptance of his offer failing which the Earnest Money Deposit will be forfeited.
- 25.0 Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & condition and specifications of the work to be done and of conditions at which stores, tools, plant etc. will be issued to

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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.

26.0 In case of abnormally low bid EPI may seek written clarifications from the bidder including detailed price/rate analysis, time schedule etc. After evaluation of the aforesaid 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.

27.0 Disqualification

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

- a) Non-Submission of Tender Fee 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.

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- 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.

28.0 Bidder shall submit the following documents (A & B) duly signed with date and stamped (with proper index & page nos.) 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 3.0) and Clause 28.0 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. 11.0 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-II).
- d) Notarized Power of Attorney.
- e) Affidavit of NIT (Annexure-I)
- f) Copy of Banker's Certificate or Net Worth Certificate as per format (Annexure-X).

B. Other Required Documents:

- a) Site Visit Declaration (Annexure-VI)
- b) Undertaking regarding Constitution of Firm/ Company (Annexure-VII)
- c) Covering letter for participation in Bid with Bid name, number with All Corrigendum and addendum (if any).
- d) List of works executed during the last 5 years indicating name of the Client, value, date of start and completion date.
- e) List of works under execution indicating name of the Client, Total Contract Value, Value of balance work in hand, date of start and completion.
- f) CA certified Annual Reports including Audited balance sheets, Financial Turnover and profit and loss accounts along with schedules for the last 5 years upto 31.03.2024 with UDIN issued by ICAI is to be submitted.
- g) CA certified No Loss and Turn over certificate with UDIN issued by ICAI
- h) Local Supplier Content certificate (Annexure-IX) and Documentary evidence for certified skilled workforce as per Clause No. 23.0 (Annexure-XIII)
- i) Declaration in Letter Head in accordance to Clause no. 20.0 of this NIT for no addition/deletion/ corrections in the downloaded tender document.
- j) Form of Tender (Annexure-III)
- k) Registration Certificate/Memorandum and Articles of Association/ Partnership Deed /Affidavit as proof of the organization set up.
- l) Details of manpower and equipment/plant machinery available with Bidder.
- m) Copy of valid PF Registration No.
- n) Memorandum (Annexure-IV)
- o) Bidder Information with banker details as per the format. (Annexure-V)
- p) Copy of PAN Card and GST Registration Certificate.
- q) Financial Details (Anexure-XV)
- r) Declaration for Non - Blacklisting Status (Annexure-XIV)

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

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**Executive Director
(Contracts Division)
Engineering Projects (India) Ltd.
Core-3, Scope Complex,
7, Lodhi Road, New Delhi-110003**

30.0 **Only Online mode will be accepted for tender submission.** The bidders have to submit, the scanned copy of Tender fee receipt after depositing the tender fee online in EPI's Bank Account along with the online bid. Also, the scanned copy of 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, **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, their 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).

31.0 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.

32.0 "EPI reserves the right to distribute the total quantity of the tendered works amongst two or more tenderers/ bidders depending upon the requirement and magnitude of the work.

In such case the following conditions will be followed:

Tendered Quantity to be distributed amongst Bidder(s)	Tendered Quantity Distribution Ratio
2 (Two)	At least 60% on the L1 tenderer. The balance tendered quantity will be awarded to L2 or so on tenderer / bidder(s) who give their free consent to match with recommended rate of L-1 tenderer / bidder. In this case, they can be called simultaneously to match with recommended rate of L-1 tenderer / bidder. In case, no bidder (other than L1) agree to match with recommended rate of L-1 bidder, then balance portion or part thereof may

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	be awarded to L1 bidder based on Qualification Criterion & Judging Satisfactory performance/else it can be Re-tendered.
3 (Three)	At least 40% on the L1 tenderer. The balance tendered quantity may be distributed equally amongst the L2, L3 or so on tenderers / bidders of the remaining tenderer / bidders who give their free consent to match with recommended rate of L-1 tenderer / bidder. In this case, they can be called simultaneously to match with recommended rate of L-1 tenderer / bidder. In case L2 / L3 / so bidder(s) or all bidder(s) other than L1, does not agree to match with recommended rate of L-1 bidder, then balance portion or part thereof may be distributed to the bidder(s) already agreed including L1/L2 bidder based on Qualification Criterion & Judging Satisfactory performance on their acceptance / else it can be Re-tendered.
Note :	<ul style="list-style-type: none"> i. In case no. of bidder(s) required as per NIT, do not agree to match the L1 rate then the balance quantity may be distributed amongst bidders already agreed including L1 bidder and preference for re-distribution shall be given to lowest bidder and then to other lowest bidder(s) as per contract and so on. ii. Negotiation may be done for getting discount due to increase in quantity/volume. iii. In case of participation of MSE bidder(s), or to fulfilment for Make in India clause then the work will be distributed as per Guidelines / Notifications given by Government time to time.

33.0 Contact details for site related Queries / Visit:

Sh.Prashant T Wasnik, GGM (Tech.) Project Head - MCL Project Engineering Projects (I) Limited, Email : pt.wasnik@epi.gov.in Ph.-7770822444	Sh. Srinivas Rao,AGM (Tech), Site In Charge - MCL Project Engineering Projects (I) Limited, Email id: ks.rao@engineeringprojects.com Ph.-9949997090
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For more information on EPI, visit our website at: <http://www.epi.gov.in>

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

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INSTRUCTIONS TO TENDERERS

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

Executive Director (Contracts Division)
Engineering Projects (India) Ltd.
Core-3, Scope Complex, 7, Lodhi Road
New Delhi - 110003
E-mail: contracts@epi.gov.in

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

1st Envelope (Techno-Commercial Bid)

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

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

2nd Envelope (Price Bid)

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

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

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

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Sign and Stamp of EPIL

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

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

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

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

8. The EPI's format for Bank Guarantee towards 'Earnest Money Deposit' and "Security Deposit cum Performance Guarantee" is enclosed herewith.
9. EPI reserves the right to postpone the tender due date and issue required amendment, if any. There will be no public tender opening. However, selected tenderers may be called for discussions/clarifications after the tenders have been scrutinized.
10. Earnest Money shall be returned to the unsuccessful tenderer after decision has been taken on award of the contract.
11. Earnest Money of the successful tenderer shall be converted in to a part of the security deposit/returned on receipt of Security Deposit and unconditional acceptance of the order.
12. Tenders must be duly signed with date and sealed. An attested copy of power of attorney/affidavit/Board Resolution executed as under shall accompany the tender documents.
 - a) In case of Sole Proprietorship, an affidavit of Sole Proprietorship and if the tender is signed by any other person Power of Attorney by the Sole Proprietor in favour of signatory.
 - b) In case of Partnership, if document is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the documents authorizing

him to sign the documents. The person signing the documents should also have a specific authority to refer disputes with the partnership firm to arbitration.

- c) In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.
13. The tenderer shall furnish the name (s) and designation of relative (s) if any, employed by EPI.
 14. Tenders with following discrepancies are liable for rejections;
 - a) Tenders with over-written or erased rates or rates and amounts not written in both figures and words.
 - b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for.
 - c) Tender received after specified date/time whether due to postal or other delays.
 - d) Tender in respect of which canvassing in any form is resorted to by the tenderer.
 - e) If the tenderer deliberately gives wrong information in his tender or resorts to unfair methods in creating circumstances for the acceptance of his tender, EPI reserves the right to reject such tender at any stage.
 15. No deviation shall be allowed from the terms and conditions stipulated in the tender documents and tender containing deviations are liable to be rejected. Deviations, if insisted upon must be specified in a separate 'Deviation Sheet' and kept in 1st envelope along with techno-commercial bid, otherwise, the tenderer shall be deemed to have accepted all conditions specified in these tender documents. Normally no deviation is accepted.
 16. EPI reserves the right to split the order.
 17. The tender shall remain open for acceptance for a period of 90 days from the due date for receiving the tender by EPI. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable, Engineering Projects (India) Limited without prejudice to any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.
 18. These instructions to tenderers shall form part of the tender documents.
 19. Successful tenderer must furnish Security Deposit as specified in tender documents within the time specified in the letter-communicating acceptance of his offer failing

which the Earnest Money will be forfeited. The successful tenderer may also be required to enter into a contract agreement with EPI.

20. Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & condition and specifications etc. No claim within the purview of this clause shall be entertained at any stage.
21. EPI reserves the right to reject any or all tenders without assigning any reasons thereof and does not bind itself to accept the lowest tender.
22. In case the tender cannot be submitted for any reasons the complete set of Tender Documents in full shall be returned promptly but not later than 15 days from the due date to the address mentioned above for submitting the tender failing which the defaulting tenderer may not be considered for issue of future enquiries by EPI.
23. The order shall be governed by the Indian Laws for the time being in force.
24. Jurisdiction: All disputes shall be subject to Delhi Courts alone.
25. Tenderer shall submit the following documents in respect of their credentials along with their tender in the 'first envelope'.
 - a) List of orders of similar items executed during the last 5 years indicating name of the client, value, date of order and delivery.
 - b) List of order under execution indicating name of the client, value, date of order and delivery.
 - c) Audited balance sheet and profit and loss account for the last 3 years.
 - d) Registration Certificate/Memorandum of Association/Partnership Deed.
 - e) Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings, etc.
 - f) Sales Tax Clearance Certificate.

Seal and signature of
the Tenderer

Sign and Stamp of Bidder

Sign and Stamp of EPIL

ADDENDUM TO INSTRUCTIONS TO TENDERERS

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

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

1) Clause no. 2, 3, 4, 5, 6, 9, 11, 12, 14, 15, 22, 25 of ITT stands deleted.

2) Clause no 7 of Instructions to Tenderers stands amended as below:

Tenders shall be accompanied by Earnest Money deposit for the amount indicated in the ‘Notice inviting Tender’ 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 valid for 150 days (One Hundred and Fifty) from the due date of tender or payment online in an acceptable form for the full amount of EMD payable favouring “Engineering Projects (India) Limited” payable at New Delhi. Tender not accompanied with Earnest Money are liable to be rejected.

3) Clause no. 17 of Instructions to Tenderers stands amended as below:

The tender shall remain open for acceptance for a period of 90 days from the last date of submission of bid. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable, Engineering Projects (India) Limited without prejudice to any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.

All other provisions of “Instructions to Tenderers (Suppliers)” shall remain unchanged.

Sign and Stamp of Bidder

Sign and Stamp of EPIL

Special instructions to Bidders for e-Tendering

Some Bidding related Information for this Tender (e-Bid)

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

Broad outline of submissions are as follows:

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

Submission of Bid:

The Bidder should upload the scanned copies of all the original documents as mentioned in **NIT Clause No 28.0** and Bid-Annexures during Online Bid-Submission in addition to PQ documents listed in **NIT Clause.3.0**

AFFIDAVIT

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

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

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

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

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

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

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

Sign and Stamp of Bidder

Sign and Stamp of EPIL

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

To,

**EXECUTIVE DIRECTOR
CONTRACTS DIVISION
ENGINEERING PROJECTS (INDIA) LTD.
New Delhi**

**REF: Tender for Supply, Erection, Testing and Commissioning of “Instrumentation Cables”
for Construction of CHP for Transportation of Coal (10 MTY) at Mahanadi Coalfields
Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha”**

NIT No: EPI/CO/CON/933/869 Dated 12.11.2024

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

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

Yours faithfully,

(Signature of the Tenderer)

Seal of Tenderer

Sign and Stamp of Bidder

Sign and Stamp of EPIL

FORM OF TENDER
(To Be Enclosed In Letter Head)

To,

EXECUTIVE DIRECTOR
CONTRACTS DIVISION
ENGINEERING PROJECTS (INDIA) LTD.
New Delhi

**REF: Tender for Supply, Erection, Testing and Commissioning of “Instrumentation Cables”
for Construction of CHP for Transportation of Coal (10 MTY) at Mahanadi Coalfields
Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha”**

NIT No: EPI/CO/CON/933/869 Dated 12.11.2024

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

Sign and Stamp of Bidder

Sign and Stamp of EPIL

thereof, allow EPI to forfeit and pay EPI, or its successors or its authorized nominees such sums of money as are stipulated in the Tender Documents.

5. We hereby pay the earnest money amount as mentioned in the "Memorandum" to this "Form of Tender" in favour of Engineering Projects (India) Limited payable at place as mentioned in the "NIT/ITT".

6. If we fail to commence the work within 10 days of the date of issue of Letter of intent and / or We fail to sign the agreement as per Clause 84 of General Conditions of Contract and/or We fail to submit Performance Guarantee as per Clause 9.0 & 9.1 of General Conditions of Contract, We agree that EPI shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.

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

Date the _____ day of _____

SIGNATURE OF TENDERER -----
NAME (CAPITAL LETTERS):
OCCUPATION -----
ADDRESS -----

SEAL OF TENDERER

MEMORANDUM
(TO BE ENCLOSED IN LETTER HEAD)

REF: Tender for Supply, Erection, Testing and Commissioning of “Instrumentation Cables” for Construction of CHP for Transportation of Coal (10 MTY) at Mahanadi Coalfields Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha”

NIT No: EPI/CO/CON/933/869 Dated 12.11.2024

S. NO.	Description	Cl. No.	Values/Description to be applicable for relevant clause(s)
i.	Name of work		Tender for Supply, Erection, Testing and Commissioning of “Instrumentation Cables” for Construction of CHP for Transportation of Coal (10 MTY) at Mahanadi Coalfields Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha.
ii.	Client		Mahanadi Coal Limited (MCL)
iii.	Type of Tender	NIT	Lump Sum Basis
iv.	Earnest Money Deposit	NIT	Rs 6,91,200.00
v.	Estimated Cost	NIT	Rs 3,45,60,000 (Excluding GST) (Rs. Three Crore Forty Five Lakh Sixty Thousand Only)
vi.	Time for completion of work	NIT	05 months
vii.	Mobilization Advance	Cl. No. 5	NA
viii.	Interest Rate on Mobilization Advance	Cl. No. 5	NA
ix.	Number of Installments for recovery of Mobilization Advance	Cl. No. 5	NA
x.	Schedule of Rates applicable		Market Rate
xi.	Validity of Tender	NIT	90 days from the last date of submission of bid
xii.	Security Deposit cum Performance Guarantee	ACC (Cl. No. 3)	5% (Five Percent only) of the contract value of the accepted tender within 21 (twenty-one) days from the date of issue of Purchase Order (PO)/ Letter of intent (LOI). If required, any extension of time beyond 21 days and up to 60 days may be granted by the Competent Authority. However, a penal rate of interest @ 12% per annum shall be charged for the delay in submission of Security Deposit after 21 (twenty one) days i.e. from 22nd day to the date of submission of Security Deposit but within 60 days

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Sign and Stamp of EPIL

			<p>after the date of issue of PO/ LOI. Further, if 60th day happens to be declared holiday in the concerned office of EPI, submission of Security Deposit can be accepted on the next working day. The SDPG shall be submitted in the form of Bank Guarantee (format enclosed), from any Nationalized bank / Scheduled Bank / Commercial Bank or in the form of Insurance Security Bonds or Account Payee Demand Draft or Fixed Deposit Receipt or online Payment in an acceptable form. This SDPG shall be initially remain valid up to 90 (ninety) days after the end of Defect Liability Period (DLP). In case, the time for completion of work gets extended, the contractor shall get the validity of SDPG extended to cover such extended time for completion of work plus DLP plus 90 days.</p> <p>In case, even after 60 days from the date of issue of PO/ LOI, the Bidder fails to submit the Security Deposit of the requisite amount, PO/ LOI will stand withdrawn and EMD of the Bidder shall be forfeited.</p> <p>SDBG shall be released to the contractor after successful completion of DLP without any interest.</p>
xiii.	Retention Money	ACC (Cl. No. 6)	<p>5% from each supply RA Bill. It will be released after One year without any interest after successful completion of Performance Guarantee Test.</p> <p>OR</p> <p>12 Months from the last lot of supply against BG of equivalent amount valid till DLP whichever is earlier.</p>
xiv.	Time allowed for starting the work	ACC (Cl. No. 2)	10 (Ten) days from the date of issue of LOI
xv.	Defect Liability Period	ACC (Cl. No. 16)	The contractor shall warrant that the equipment will be new and in accordance with the contract documents and free from defects in material, design, manufacture and workmanship for a period of 02 years from the date of satisfactorily completion of Performance Guarantee Test.
xvi.	Arbitration	ACC (Cl. No. 18)	As per Additional Conditions of Contract
xvii.	Jurisdiction	76.3	Courts at New Delhi

SIGNATURE OF BIDDER : _____
NAME (CAPITAL LETTERS) : _____
OCCUPATION : _____
ADDRESS : _____
SEAL OF BIDDER : _____

Sign and Stamp of Bidder

Sign and Stamp of EPIL

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

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

Sign and Stamp of Bidder

Sign and Stamp of EPIL

BANK DETAILS

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

*Mandatory information (must be filled by the bidders)

Sign and Stamp of Bidder

Sign and Stamp of EPIL

Site Visit Declaration
(To Be Enclosed in Letter Head)

To,

EXECUTIVE DIRECTOR
CONTRACTS DIVISION
ENGINEERING PROJECTS (INDIA) LTD.
New Delhi

**REF: Tender for Supply, Erection, Testing and Commissioning of “Instrumentation Cables”
for Construction of CHP for Transportation of Coal (10 MTY) at Mahanadi Coalfields
Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha”**

NIT No: EPI/CO/CON/933/869 Dated 12.11.2024

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 :

UNDERTAKING
(To Be Enclosed In Letter Head)

REF: Tender for Supply, Erection, Testing and Commissioning of “Instrumentation Cables” for Construction of CHP for Transportation of Coal (10 MTY) at Mahanadi Coalfields Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha”

NIT No: EPI/CO/CON/933/869 Dated 12.11.2024

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/sis submitted along with this annexure.

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

Authorized Signatory

CEO/Proprietor/MD
Name & Seal of the Company

Date:

Sign and Stamp of Bidder

Sign and Stamp of EPIL

**Undertaking for Procurement form Border Sharing Countries
(In Company's Letter Head)**

**REF: Tender for Supply, Erection, Testing and Commissioning of "Instrumentation Cables"
for Construction of CHP for Transportation of Coal (10 MTY) at Mahanadi Coalfields
Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha"**

NIT No: EPI/CO/CON/933/869 Dated 12.11.2024

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I

certify that this bidder is not from such a country or if from such a country, has been registered with EPI and will not sub-contract any work to a contractor from such countries unless such contractor is registered with EPI.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Authorized Signatory

Date:

Name & Seal of the Company

LOCAL CONTENT DECLARATION

REF: Tender for Supply, Erection, Testing and Commissioning of “Instrumentation Cables” for Construction of CHP for Transportation of Coal (10 MTY) at Mahanadi Coalfields Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha”

NIT No: EPI/CO/CON/933/869 Dated 12.11.2024

We(name of the bidder) undertake that we meet the mandatory minimum local content requirement as per Public Procurement (Preference to Make in India) local content policy against EPI NIT No. dtd.....

The percentage of local content in the bid is% and the items offered in the bid meets the minimum local content and shall give details of the location (s) at which the local value addition is made.

(To be self certified by the Bidder)

Date:

Sign and Stamp of Bidder

Sign and Stamp of EPIL

BANKER'S 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 up to a limit of
Rs..... (Rupees)

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

(Signature) For the Bank

NOTE

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

FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

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

Unique Document Identification Number (UDIN)

Signature of Chartered Accountant

Name of Chartered Accountant.....

Membership No. of ICAI

Date and Seal

Sign and Stamp of Bidder

Sign and Stamp of EPIL

FORMAT FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

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

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

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

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

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

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

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

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

For and on behalf of the Bank

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

Sign and Stamp of Bidder

Sign and Stamp of EPIL

FORMAT FOR INSURANCE SURETY BONDS IN LIEU OF EARNEST MONEY DEPOSIT

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

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 Insurance Surety Bond of ₹..... in lieu of EARNEST MONEY DEPOSIT from (hereinafter called the Bidder, which expression shall include its heirs, successors and assignees) in respect of the Tender for.....

We, [Name of Surety Insurer] having its registered/head office at(hereinafter referred to as the Surety Insurer) 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 Surety Insurer further agree and undertake to pay the said amount of ₹..... without any demur on demand within 48 hours. Any demand made on the Surety Insurer by EPI shall be conclusive as regards the amount due and payable by the Surety Insurer under this Insurance Surety Bond.

We the above said Surety Insurer further agree that the Surety Bond 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 Insurance Surety Bond thereafter.

We, the above said Surety Insurer, 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 Surety Insurer, lastly undertake not to revoke this Insurance Surety Bond during its currency except with the prior consent of EPI in writing.

Dated.....this day of.....20XX.

For and on behalf of the Surety Insurer

Sign and Stamp of Bidder

Sign and Stamp of EPIL

FORMAT FOR SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

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

Dear Sir,

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

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

We..... (Hereinafter referred to as "the said bank a Government of India Undertaking which expression shall unless repugnant to the subject or context includes its successors and assigns) and having our registered office atdo hereby unconditionally and irrevocably undertake and agree to indemnify and keep indemnified EPI from time to time to the extent of (.....) only against any loss of damages, costs, charges and expenses caused to or suffered by or that may be caused or suffered by EPI by reason of any breach or breaches by the said supplier/sub-contractor of any of the terms and conditions contained in the said supply contract/sub-contract and or any amount becoming due for non-performance and /or penalty as assessed by EPI and 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

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Sign and Stamp of EPIL

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

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

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

Sign and Stamp of Bidder

Sign and Stamp of EPIL

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

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

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

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

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

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

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

FOR AND ON BEHALF OF BANK

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

Sign and Stamp of Bidder

Sign and Stamp of EPIL

DECLARATION FOR CERTIFIED SKILLED WORKFORCE

**REF: Tender for Supply, Erection, Testing and Commissioning of “Instrumentation Cables”
for Construction of CHP for Transportation of Coal (10 MTY) at Mahanadi Coalfields
Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha”**

NIT No: EPI/CO/CON/933/869 Dated 12.11.2024

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)

Sign and Stamp of Bidder

Sign and Stamp of EPIL

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

**REF: Tender for Supply, Erection, Testing and Commissioning of “Instrumentation Cables”
for Construction of CHP for Transportation of Coal (10 MTY) at Mahanadi Coalfields
Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha”**

NIT No: EPI/CO/CON/933/869 Dated 12.11.2024

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:

Sign and Stamp of Bidder

Sign and Stamp of EPIL

FINANCIAL DETAILS

(Details to be filled online also)

REF: Tender for Supply, Erection, Testing and Commissioning of “Instrumentation Cables” for Construction of CHP for Transportation of Coal (10 MTY) at Mahanadi Coalfields Limited (MCL) Hingula Area, Talcher, Dist. Angul, Odisha”

NIT No: EPI/CO/CON/933/869 Dated 12.11.2024

MANDATORY INFORMATION DOCUMENTS:

		FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
		Rs.	Rs.	Rs.	Rs.	Rs.
		a	b	C	d	e
i)	Profit/Loss					
ii)	Annual Financial Turnover on Works					
iii)	Average Turnover of last 3 FY (c+d+e)/3					
iv)	Net Worth (paid up capital + reserves). / Banker’s Certificate					

Note: Copies of Annual reports including therein balance sheet, statement of profit & loss along with schedules duly Certified from Chartered Accountant with UDIN issued by ICAI is also to be submitted.

Signature of Chartered Accountant with Seal

Seal and Signature of bidder

Unique Document Identification Number (UDIN)

Sign and Stamp of Bidder

Sign and Stamp of EPIL