ENGINEERING PROJECTS (INDIA) LTD
(A Govt. of India Undertaking)
Core-3, Scope Complex,
NEW DELHI-110003

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E-mail: epibdd@epi.gov.in ; Web: https://epi.gov.in
CIN-U27109 DL1970GOI 117585

Expression of Interest (EOI) invited for Selection of Associatethrough pre-bid tie up

From

Experienced Agencies for "Construction of Modern Multi Storied Hospital Complex at CHAF Bangalore on EPC Mode".

EOI NO: EPI/CO/BDD/PTT-282/223 **Date 25.11.2024**

(EPIL reserves the right to cancel this request for EOI and / or invite afresh with or without amendments to this request for EOI, without liability or any obligation for such request for EOI and without assigning any reason. Information provided at this stage is indicative and EPIL reserves the right to amend / add further details in the EOI document. Further, this EOI does not in any way restrict EPIL from collaborating with any other Agency/Agencies who express their interest for collaboration at a later stage after end of EOI)

Contact: For any clarification **Mr. Prashant Bajpai, AGM (Business Development Division)** at official number 011-24361965, Extn: 2432, +91-9082046140, email bdd@epi.gov.in

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ENGINEERING PROJECTS (INDIA) LTD
Corp Off: Core-3, Scope Complex, NEW DELHI-110003

EOI NOTICE

EOI NO: EPI/CO/BDD/PTT-282/223 **Date 25.11.2024**

Data Sheet

1.	Publishing Date	:	25.11.2024	16:30 Hrs.
2.	EoI Document Download/ Start Date	:	25.11.2024	16:45 Hrs.
3.	Clarification Start Date	:	25.11.2024	17:00 Hrs.
4.	Clarification End Date	:	27.11.2024	17:00 Hrs.
5.	EoI Submission Start Date	:	25.11.2024	18:00 Hrs.
6.	EoI Submission End Date	:	02.12.2024	15:00 Hrs.
7.	EoI Opening Date	:	03.12.2024	15:05 Hrs.
8.	EoI document Availability	:	https://etenders.gov.in, https://epi.gov.in	
9.	Cost of EoI document	:	Rs.5900/- (including GST)	
10.	Mode of Submission	:	Online through portal	
11.	EOI EMD (in ₹)		Rs.10,00,000/-	

The Details of EPI Bank Account for submission of Tender Fee and EMD:

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

I. AGM /BDD for and on behalf of, ENGINEERING PROJECTS (INDIA) LTD, Core-3, Scope Complex, NEW DELHI-110003, invites online EOI for associating with EPIL as Associate (through pre-bid tie up) -, on prescribed forms for participation in tender **CONSTRUCTION OF MODERN MULTI STORIED HOSPITAL COMPLEX AT CHAF BANGALORE ON EPC MODE** invited by Military Engineer Services (MES). The Applicant is advised to examine carefully all instructions including addendum / corrigendum(s), condition of contract data, forms, terms, technical specifications, other requirement etc. as per the EoI document & the tender documents issued by DGNP on http://www.defproc.gov.in/.

II. Accessing/ Purchasing of EoI Documents

a) Website https://etenders.gov.in, https://epi.gov.in may be referred for detailed terms and conditions of the EoI documents, which is available online. Amendments / Corrigendum / Addendum, if any would be hosted on the website only.

b) Help for Associates, FAQ, Information about DSC and Bidders Manual Kit containing the detailed guidelines for e-Procurement system are also available on Central Public Procurement Portal.

c) It is mandatory for all the applicants to have class-III Digital Signature Certificate (in the name of person having power of attorney to sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-Procurement of EPIL.

d) It is mandatory for the applicants to get their firm /company registered with e-procurement portal https://etenders.gov.in, https://epi.gov.in to have user ID & password.

III. Instructions to Applicants for Online EOI Submission on the e-Procurement portal https://etenders.gov.in, https://epi.gov.in: Applicants may download and refer the instructions for Online bid Submission from (**https://etenders.gov.in/eprocure/app**).

IV. Pre-bid meeting: Not Applicable

V. The EoI document shall be digitally signed by the Authorized Signatory of the Applicant & Submitted "**Online**" only. The authorized signatory of the Applicant must be in possession of Power of Attorney before submitting the digitally signed EoI. Scanned copies of various documents can be prepared in different file format (PDF, JPEG).

VI. All queries, if any, in connection with this EOI shall be sent to following officials (in word format) to following nominated person by email as per above mentioned dates:

Mr. Prashant Bajpai, AGM (Business Development Division) at official number 011-24361965, Extn: 2432, +91-9082046140, email bdd@epi.gov.in

Website https://etenders.gov.in, https://epi.gov.in may be referred for detailed terms and conditions of the bidding documents, which is available on line. Amendments / Corrigendum / Addendum,if any would be hosted on the website only.

I. PREAMBLE

ENGINEERING PROJECTS (INDIA) LTD (EPIL), a government company incorporated in 1970 as A Government of India Enterprise under the administrative control of Ministry of Heavy Industries. Since then, EPI has admirably performed its assigned roles as the country's leading Prime Contracting Company and has left its imprint not only in India but in the overseas market as well where its past operation spread over a decade in the wake of oil boom in the Middle East. EPI successfully executed 33 odd projects valued over US$ 1050.204 million in Iraq, Kuwait, Saudi Arabia, UAE, Yugoslavia, Maldives, Bhutan, Thailand and Oman

EPI has executed over 650 multi-disciplinary projects in India valuing over Rs. 142025.620 million. Through the execution of these projects, EPI has in its own way contributed immensely in the development of the Nation and there is hardly any state in India where EPI's pronounced presence is not visible. EPI has the rare distinction of having worked for almost all Power Sectors and Steel Plants in India in Public Sector as well as in Private Sector. EPI's contribution in project execution for various sectors is also quite substantial.

EPI is proud to be one of the first few companies to have been awarded integrated certification for its Quality Management System, Environment Management System and Occupational Health and Safety Management System i.e. ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 for all its areas of operations. EPI is one of the first few companies to have been awarded ISO/IEC 27001:2013 for Information Security Management System and is a "Mini Ratna" Company

II. ABOUT PROJECT

Name of the Work: CONSTRUCTION OF MODERN MULTI STORIED HOSPITAL COMPLEX AT CHAF BANGALORE ON EPC MODE.

Sr. No.	Estimated Cost of Project (in ₹)	Period of Completion
1	**Rs. 675.69 Crore for Phase – I (At Par Market)** **Rs. 7.70 Crore for Phase-II (At Par Market)** **Rs. 38.14 Crores for Phase-III (At Par Market)** **Rs. 3.29 Crore for Phase-IV (At Par Market)** **TOTAL = 724.82 Crore**	**Phase-I :** 42 (Forty Two) Months - Design & Construction of Modern Multi-Storied Hospital Complex (MMHC) and all allied buildings, B/R & E/M Services, Arboriculture, etc complete. (Main Project work) **Phase-II :** 36 (Thirty six) Months - M & O of all E/M installations and STP post completion of MMHC project work during defect liability period(DLP) (03 years) **Phase-III :** 24 (Twenty four) Months - M & O and Comprehensive maintenance of all E/M services and E/M installations and B/R services post completion of defect liability period (02 years). **Phase-IV:** 60 (Sixty) Months - M & O for STP Plant for 05 years after completion of phase I**II.**

Sr.No.	EOI EMD (in ₹)	EOI Tender Fee
1	Rs.10,00,000/-	Rs.5900/- (including GST)

The Details of EPI Bank Account for submission of Tender Fee and EMD:

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

Scope of Works: The scope of work shall be read with system requirements and technical specifications given in the entire document. The basic scope of work shall include the following:

a) Good for Construction (GFC) Architectural drawings shall be prepared by the contractor incorporating the schedule of finishes provided in the DBR, drawings, organogram and other details available in the tender document (minimum GRIHA III compliant) and its approval from Chief Engineer (CE) through Project Management Consultancy (PMC) hired by the dept.
b) Detailed Structural design & drawings and preparation of GFC drawings based on DBR, Line plan drawings and other details available in the tender document and its approval from Chief Engineer (CE) through Project Management Consultancy (PMC) hired by the dept.
c) Construction of Buildings including anti-termite treatment and allied facilities as per DBR, Line plan and other details available in the tender document and its approval from Chief Engineer (CE) through Project Management Consultancy (PMC) hired by the dept
d) Earth, levelling and protective work to achieve desired landscaping & parking etc.
e) Demolition of existing buildings and removal of demolished materials
f) Design, Supply, construction, installation, testing and commissioning of Internal Services based on Design Basis Report (DBR) and particular specification and its approval from Chief Engineer (CE) through Project Management Consultancy (PMC). The details of the services which are to be incorporated are mentioned below:-
    i. Area grading based on prefixed FGL (finished ground levels)
    ii. Hospital signage
    iii. Built-in Furniture
    iv. Delay tank -2 Nos 6000 lit capacity
    v. Internal water supply & Plumbing
    vi. Internal Electrification with fitting/fixtures
    vii. Illumination and lighting
    viii. Modular OT Rooms -Super specialty Modular Operation Theatre (02 Nos) Major Modular Operation Theatre (10 Nos) + 01 Modular OT in Delivery Suite+01 Modular OT in IVF, Minor Modular Operation Theatre (02 Nos)
    ix. Central UPS System
    x. HVAC System for the complete Hospital Bldg and auditorium building.
    xi. Cooling appliance like Deep Freezers, Walk in coolers, and water coolers with water purifier
    xii. Lift 29 Nos and Escalator 06Nos
    xiii. Fire detection, Alarm and Fire Fighting System
    xiv. Lighting protection system
    xv. Medical Gas (MGPS) and Cooking Gas pipe line Sys
    xvi. Conduit for TV and Communication Cables incl conduits

xvii. Shadow less lights. & Emergency Lights
xviii. Hot Water supply. Solar water heater for 2000 LPD and 25 Ltr capacity water heater
xix. Hand drier and Soap dispenser.
xx. Air curtains
xxi. Pneumatics tube system
xxii. CCTV
xxiii. Nurse calling system
xxiv. Kitchen equipment
xxv. Isolation transformers
xxvi. Lighting and HVAC Softwares
xxvii. Integrated Building Management System BMS

g) Design, Supply, construction, installation, testing and commissioning of External Services based on Design Basis Report (DBR) and particular specification and its approval from Chief Engineer after having it checked by PMC:

i. i. STP
ii. Solar PV generation system, Area lighting,
iii. Stand by DG set of 1000 KVA capacity for 100% electric load requirements including storage arrangement of HSD for 24 hours running. (11 nos)
iv. RO Plant 1000 LPH.

h) Design, Supply, construction, installation, testing and commissioning of External Services based on Design Basis Report (DBR) and particular specification and its approval from Garrison Engineer (GE) after having it checked by PMC:

i. Road, Hard pavement, footpath, culvert, hard standing for parking, Interlocking paver block, road furniture and Signage.
ii. Sewage disposal and Treated water utilization
iii. Area drainage, Storm water drainage
iv. Rainwater harvesting pit
v. Area lighting, façade lighting and EV Charging Points
vi. Soft landscaping, Arboriculture/ plantation and irrigation
vii. Barbed wire fencing (Around E/M Installations)
viii. Barricading
ix. External Electric Supply including Substations HT/LT Panels/cables and switch gears.
x. External Water supply including UG sumps, pipelines, pump sets valves etc.
xi. Oxygen generation plant. (02Nos of 500 lpm)
xii. Electronic Barricade for Main Gate.

i) Supply, fixing of built-in furniture particular specification and its approval from Chief Engineer (CE).
j) GFC/Shop drawings and its approval from Chief Engineer (CE)
k) Samples and Mockups for approval from Chief Engineer (CE)
l) Obtaining all interim and post completion approval from statutory authorities.
m) GRIHA III star compliance Certificate from competent authority by employing GRIHA consultant to ensure green building norms during design stage and construction stage along with necessary details.
n) BUILDING INFORMATION MODELING (BIM 3D & 4D) will be done by the EPC contractor on behalf of department for deliverable e.g. RFI reports, clash report of all discipline, D views / snapshots of critical areas & soft copy of 3D model viewable in Navisworks or equivalent softwares. EPC contactor will provide all the details / drawings to facilitate the PMC and GE office for effective monitoring of work during execution.

Relevant documents of the tenders issued by MES are available on www.defproc.gov.in.

1. **https://defproc.gov.in/nicgep/app**
2. **https://etenders.gov.in, https://epi.gov.in**

III. OBJECTIVE OF EOI

EPIL wishes to expand aggressively its market share in development & construction of Infrastructure / Hospital Projects in order to fulfill its objective of multifold growth in its turn over & profitability.

a) For achieving this goal EPIL is participating in Bid for this upcoming project of MES. Therefore, EPIL intends **to associate with suitable agency as Associate (through pre-bid tie up)** to participate in bidding & execute project jointly.

b) The submitted technical details by the Applicants as per eligibility criteria shall be evaluated by EPIL. Thereafter-shortlisted Applicant shall be advised to submit their financial offer as per BOQ attached with this EOI physically in hard copy upon intimation of EPI. Applicants are advised not to submit financial offer online.

c) Financial offers of the shortlisted applicants shall be evaluated by EPIL and the applicant who offers the lowest cost of work shall be invited for signing the pre-bid tie up agreement (format attached herewith).

d) Selected applicant for pre bid tie -up have to submit **Bank Guarantee of Rs. 15 lakh** in favor of EPIL (as bid security) as per attached format before signing the pre-bid agreement.

IV. SCOPE OF WORK & COMPLETION PERIOD

Scope of work for pre-bid tie up shall be as per MES's BOQ attached with this EOI For entire scope of work & component wise break up for work in this tender, applicants are advised to refer tender documents issued along with corrigendum and addendums by MES.

All other terms & conditions of the main contract (defined in RFP document) shall be applicable for the subject project.

Completion period shall be same as provided in tender documents issued by MES but the applicant shall be responsible to execute entire scope of work so that EPIL is able to complete entire work in this RFP within the scheduled or extended completion period.

It may be noted that all contract conditions of main contract between EPIL & Client shall be applicable to the agreement / Work Order between EPIL & applicant.

V. INSTRUCTIONS

Instructions for submission of the expression of interest are enclosed at **Annex-I** and guidelines for the preparation for the expression of interest is enclosed at Annex-II. Interested Companies should fill up the enclosed forms and submit together with a Covering Letter online at CPP portal **https://etenders.gov.in/eprocure/app** not later than EOI due date.

VI. ELIGIBILITY AND QUALIFICATION CRITERIA

Detailed Essential Qualification Criteria is attached herewith this EOI document as **AnnexureA.**

Applicants are advised to go through the requirements mentioned in the EQC document & submit their proposal accordingly.

VII. VALIDITY OF OFFER

Validity of Offer shall be 90 (Ninety) days from the date of opening of price bid by the Principal Client or for a further period if mutually accepted. EPI reserves the right to ask for the extension of validity if any.

VIII. AMENDMENT OF EOI DOCUMENT

EPIL may issue addendum(s)/ corrigendum(s) to the EOI documents. In such case, the addendum(s)/ corrigendum(s) shall be issued at any time before closing time of EOI. The firms who have received the EOI documents must check website time to time https://etenders.gov.in, https://epi.gov.in and ensure that such addendum(s)/ corrigendum(s) (If any) also have been received by them. This shall be the responsibility of the prospective registered applicant to check for any such addendum(s)/ corrigendum(s) at the time of closing time of EOI and ensure that the application submitted bythem are in accordance with all the addendum(s)/ corrigendum(s).

IX. EVALUATION CRITERIA AND METHOD OF EVALUATION

Evaluation shall be carried out strictly as per eligibility conditions mentioned and based on verification of testimonials submitted. Applications received without testimonials might not be considered. Decision of EPIL in this regard shall be final & binding.

The EOI is issued with no commitment. EPIL reserves the right to withdraw this EOI at any time and or vary and part thereof at any stage. EPIL further reserves the right to disqualify any application, should it be so necessary at any stage.

X. TERMS AND CONDITIONS

1. Information provided at this stage is indicative and EPIL reserves the right to amend/add further details in the EOI document. Applicants shall go through all documents enclosed with this EOI along with the tender documents issued by MES.
2. EPIL reserves the right to accept or reject any or all application (s) without assigning any reasons whatsoever EPIL's decision in this regard shall be binding and final.
3. If any of the information, furnished by the applicant, is found incorrect at a later stage, they shall be liable to be barred from participating in current and subsequent opportunities with EPIL. EPIL reserves the right to verify the particulars furnished by the applicant independently.
4. The applicants after submitting the response to this EOI, agrees with EPIL for honoring all aspects of fair-trade practices.
5. The applicants shall bear all costs associated with the preparation and submission of the response to this EOI.
6. Applicant selected shall be notified through their registered emails.
7. Any new Corrigendum issued by Client before submission of bid also may have to be

incorporated as and when required.

8. Unless otherwise specified anywhere in the document, all technical specifications for work execution shall be as per latest relevant Specifications, Client specifications and Good Industry Practice.

ANNEXURE - I

INSTRUCTIONS FOR SUBMISSION OF EXPRESSION OF INTEREST STATEMENT

1. Expression of Interest proposal must be submitted together with a covering Letter online at CPP portal https://etenders.gov.in not later than EOI due date.
2. All applications shall be submitted in English.
3. **Application submitted by Joint Venture is not permitted.**
4. **All pages of the submittal shall be numbered and index to be enclosed.**

ANNEXURE - II

GUIDELINES FOR PREPARATION OF EXPRESSION OF INTEREST

1. Expression of Interest is to be filled up in the enclosed forms in single copy.
2. Complete name of firm, date of establishment & type of organization whether individual, proprietorship, partnership, private limited company, limited company etc. be filled up in Proforma-I also indicating name of affiliate firms, their years of establishment, countries of origin and type of organization.
3. Exact and complete office address, business address, telephone number, Fax, number, E-mail and cable address.
4. If present firm is the successor to or outgrowth of one or more predecessor firms, fresh name(s) of former entity (ties) and the year(s) of their original establishment.
5. The EOI is to be submitted by submitting duly filled up forms prescribed below:

   a) Details of Applicants as per Proforma I.
   b) Affidavit as per Proforma II
   c) Power of Attorney (General)
   d) Memorandum and Article of Association of the applicant.
   e) Duly filled up forms/details as per EQC document attached herewith:

   EQC requirement attached as Annexure - A

PROFORMA- I (APPLICANT DETAILS/ COMPANY PROFILE)

1	Full name of the firm (as per registration).	
2	Date and Year of establishment & type of organization whether individual/ proprietorship/ partnership/ private limited company/ limited company also indicating name of affiliate firms, their years of establishment, countries of origin and type of organization.	
3.	Registered Head Office & Postal Address Telephone Nos., email id, Fax No etc.	
4.	Name of Contact Person, Designation, Phone no & email id	
5.	Constitution of firm (give full details including names of Directors/Partners/Executives etc.) **Attach Memorandum and Articles of the Association, Certificate of Registration & Proof of Address, Copy of Power of Attorney**.	
6.	Particulars of Registration with Government / Semi-Govt. Organization/Public Sector/ Undertaking & Local Bodies/PAN No/TAN No/GST etc. if any	

PROFORMA-II - (AFFIDAVIT)

(On non-judicial stamp paper of Rs. 100/- duly notarized)

I/we, the undersigned, do hereby solemnly affirm and declare that-

1. Neither our firm nor any of the members/ partners in any form/manner as an individual or the constituent partner in case of partnership firm/JV/MOU have been declared non-performer by Central/ State Government Department in India including authority controlled by them during the last two years prior to the date of EOI submission.

2. As on date our EOI submission, neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm/JV/MOU are debarred for tendering, blacklisted, suspended in Central/ State Government Department in India including authority controlled by them.

3. As on date of our EOI submission, neither our firm nor any of the members/ partners in any form/manner as an individual or the constituent partner in case of partnership firm/ JV/MOU are in Corporate Insolvency Resolution Process (CIRP)/ liquidation/ Winding up/ CDR/ SDR/ S4A/ Flexible Structuring or any other restructuring scheme due to financial stress and have not been in default on any debt obligations on the EOI due date.

4. No contract agreement between EPIL or its subsidiaries and either our firm or any of the members/ partners in any form/manner as an individual or the constituent partner in case of partnership firm/JV/MOU have been terminated during the last two years prior to the date of our EOI submission.

5. We have no objection to EPIL requesting to any bank, person, firm or body and any such agency furnishing pertinent information as deemed necessary or to verify this statement or regarding our competence and general reputation.

6. We understand that further qualifying information may be requested by EPIL and we agree to furnish any such information at the request of EPIL within the prescribed time.

7. We bind ourselves with all the stipulations of the EOI Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agree to augment any resources, if found necessary for timely completion of the project, as desired by the EPIL.

8. Certification on submitted/ Attached Documents/ Credentials:

That the facts stated and documents enclosed by us in the EOI Application are true and correct and we have not concealed/ suppressed any facts/ record/ documents and/ or misrepresented the facts/ record/ documents.

I/ We further declare and certify that I/ We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

I/ We also understand that my/ our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/ us.

I/ We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.

I/ We understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/ false or incorrect or any suppression of information and misrepresentation is noticed at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides disqualification for future tenders of EPIL & its subsidiaries for a period of two years. Further, I/ We (insert name of the tenderer) ** and all my/ our constituents understand that my/ our offer shall be summarily rejected.

I/ We also understand that if the certificates submitted by us are found to be false/ forged or incorrect or any suppression of information and misrepresentation is noticed at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/ SD and Performance Guarantee besides any other action provided in the contract including disqualification for future tenders of EPIL & its subsidiaries for a period of two years.

9. We have read and understood all the provisions included in the Integrity Pact and undertake to abide by them, if applicable.

10. We have read and understood all the provisions included in the EOI documents and undertake to abide by them.

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or,if from such a county, has been registered with the Competent Authority. I hereby certify thatthis bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration with the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

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 the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration with the Competent Authority shall be attached.

11. The information furnished by us is true and correct and we understand the consequences, in case, any of the information furnished is not found to be true/ correct and /or any suppression/ concealment of facts/ record or misrepresentation of facts/ record is noticed.

(Signed by the Authorized Representative of the Firm)

Name of the Authorized Representative.
Name of the Firm.
Dated:

Annexure - A - EQC Requirements

Qualification Requirement:

1. Bidder as Parent company (holding company) / Subsidiary company should have completed projects of Infrastructure sector / power / oil /hydrocarbon sector that includes works of civil, structural steel fabrication, etc. and have completed such works of INR 750 Crs. in cumulative in last 10 years.

2. Bidder should have prior experience of successful completion of projects of Building (atleast G+3) / Infrastructure works in MES / Defence.

3. Bidder should have completed atleast two civil infrastructure projects having each cost each upto INR 500 crores ahead of schedule of completion of project in the last 10 years.

4. Bidder should have profit in last 05 years with the date of ending at the time of submission of Bid.

5. Bidder should have net worth of INR 260 crores with date of ending at the time of submission of Bid. Bidder should have Financial soundness for engagement upto Rs. 700 Crore. The solvency/financially soundness shall be adjudged based on the certificate issued by Scheduled Bank.

6. Bank Solvency: Bidder should have bank solvency of minimum INR 135 crores and working capital not less than INR 10 crore.

The intending tenderer must submit documentary evidence in support of above in the form of (i) certified copy of work order, (ii) Completion certificate indicating value and period of work. The TDS certificate & BOQ may be submitted during clarification, if any.

Tender Inviting Authority: CHIEF ENGINEER(AF) BANGALORE

BOQ

Name of Work: CONSTRUCTION OF MODERN MULTI STORIED HOSPITAL COMPLEX AT CHAF BANGALORE ON EPC MODE

Contract No: CE (AF)/BAN/ OF 2024-25

Bidder Name	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Description of work	No or Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	**Schedule 'A' Part - I** Design & Construction of Modern Multi-Storied Hospital, Multi level parking, Auditorium, MT Section and all allied buildings including internal & External B/R & E/M Services etc complete all as specified and as directed. **Note:** The Rate quoted is inclusive of comprehensive maintenance of all services during DLP of three years complete all as specified and as directed.	1.00	EACH JOB		**0.00**	INR Zero Only

Name of Work: CONSTRUCTION OF MODERN MULTI STORIED HOSPITAL COMPLEX AT CHAF BANGALORE ON EPC MODE

Contract No: CE (AF)/BAN/ OF 2024-25

Bidder Name	

PRICE SCHEDULE

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Sl. No.	Description of work	No or Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
2	**SCH 'A' PART - II** MANNING AND OPERATION of following installations installed under the project by employing technically qualified operators/ tradesman and helpers **as specified in scope of work under Annexure XLIV** including preparation and up keeping of log sheets/ registers for running, filling of fuel for running the engines (fuel will be issued by the department) cleaning of installation and surrounding area, cleaning of panels of SPV as per OEM recommendations, provision of cleaning materials like cotton waste, broom, soap etc, all as directed round the clock (24 hours) for the **First Year** after completion of the Main Project complete all as specified and as directed:- (a) DG Sets Installed under the Scope of main project. (b) Lifts and Escalators Installed under the Scope of main project. (c) Main Receiving Stations (MRS) for Electric Supply installations. (d) 11 KV Substations Installed under the Scope of main project. (e) AC Plant Installed under the Scope of main project. (f) RO Plant Installed under the Scope of main project. (g Main pump House Installed under the Scope of main project. (h) STP Installed under the Scope of main project	12.00	EACH JOB PER MONTH		**0.00**	INR Zero Only
3	All as per serial item No.2 here in before but for **second year** after completion of main project.	12.00	EACH JOB PER MONTH		**0.00**	INR Zero Only
4	All as per serial item No.3 here in before but for **third year** after completion of main project.	12.00	EACH JOB PER MONTH		**0.00**	INR Zero Only

Name of Work: CONSTRUCTION OF MODERN MULTI STORIED HOSPITAL COMPLEX AT CHAF BANGALORE ON EPC MODE

Contract No: CE (AF)/BAN/ OF 2024-25

Bidder Name	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Description of work	No or Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
5	**Notes for item No 2 to 4:-** (i) Minimum labour as given under Annexure XLIV of scope work shall be employed for manning of Installations. (ii) Contractor shall ensure that, no M&O worker is employed more than eleven months in a single stretch. (iii) No operator/ helpers shall be made to work more than 08 hours in a day and more than 6 days continuously in a week. Sufficient relievers may be provided to ensure the same. (iv) A supervisor having diploma in Electrical/ Mechanical Engineering with three years of experience may be additionally employed for coordinating with the Department. (v) All the operators and supervisor should have fluency in English, Hindi and local language and shall have good communication skills and mobile phone for communication. They shall be equipped with all tools and safety gears required for operating the plants/ equipments and shall wear uniform as approved by Engineer In Charge during duty hours					

Name of Work: CONSTRUCTION OF MODERN MULTI STORIED HOSPITAL COMPLEX AT CHAF BANGALORE ON EPC MODE

Contract No: CE (AF)/BAN/ OF 2024-25

Bidder Name	

PRICE SCHEDULE

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Sl. No.	Description of work	No or Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6	7

6	**Sch 'A' Part - III** Comprehensive maintenance of following installations and services, installed under the project by the OEM or its authorised rep including carrying out all preventive maintenance check-ups as per recommendation of OEM, replacement of bulbs, tubes, fittings, fixture etc of building services, all worn out parts of machineries and equipments, replacement / topping up of oil, greasing/lubricating, replacement of filters, nuts, bolts washers etc and upgradation of software, hardware etc to ensure complete serviceability of the equipment during the **FOURTH YEAR** after completion of the Main project complete all as specified and as directed: (a) Buildings Internal services(B/R & E/M) like internal electric supply, water supply etc. (b) Lightning Protection System For all buildings installed under the main project. (c) Refrigeration & Air conditioning System For all buildings installed under the main project. (d) Lift and Escalators System For all buildings installed under the main project. (e) Fire Hydrant System For all buildings installed under the main project. (f) UPS and Voltage stabilizer Lightning Protection System For all buildings installed under the main project. (g) Nurse calling System For all buildings installed under the main project. (h) Solar photovoltaic power plant System For all buildings installed under the main project. (j) Central AC Plant (HVAC Plant) System For all buildings installed under the main project. (k) Solar water heating System For all buildings installed under the main project. (l) RO Plant System For all buildings installed under the main project. (m) DG SET For all buildings installed under the main project. (n) External Electric Supply For all buildings installed under the main project. (o) Isolation Transformer installed under the main project. (p) External Water Supply installed under the main project. (q) STP installed under the main project.	1.00	EACH JOB PER YEAR		**0.00**	INR Zero Only

Name of Work: CONSTRUCTION OF MODERN MULTI STORIED HOSPITAL COMPLEX AT CHAF BANGALORE ON EPC MODE
Contract No: CE (AF)/BAN/ OF 2024-25

Bidder Name	

PRICE SCHEDULE

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Sl. No.	Description of work	No or Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
7	All as per item number 6 herein before, but during the **FIFTH YEAR** AFTER COMPLETION of the Main project:	1.00	EACH JOB PER YEAR		**0.00**	INR Zero Only
8	MANNING AND OPERATION of following installations installed under the project by employing technically qualified operators/ tradesman and helpers **as specified in scope of work as specified under Annexure XLIV** including preparation and up keeping of log sheets/ registers for running, filling of fuel for running the engines (fuel will be issued by the department) cleaning of installation and surrounding area, cleaning of panels of SPV as per OEM recommendations, provision of cleaning materials like cotton waste, broom, soap etc, all as directed round the clock (24 hours) for the Fourth Year after completion of the Main Project complete all as specified and as directed:- (a) DG Sets Installed under the Scope of main project. (b) Lifts and Escalators Installed under the Scope of main project. (c) Main Receiving Stations (MRS) for Electric Supply installations. (d) 11 KV Substations Installed under the Scope of main project. (e) AC Plant Installed under the Scope of main project. (f) RO Plant Installed under the Scope of main project. (g Main pump House Installed under the Scope of main project. (h) STP Installed under the Scope of main project.	12.00	EACH JOB PER MONTH		**0.00**	INR Zero Only
9	All as per item number 8 herein before, but during the **FIFTH YEAR** AFTER COMPLETION of the Main project:	12.00	EACH JOB PER MONTH		**0.00**	INR Zero Only

Name of Work: CONSTRUCTION OF MODERN MULTI STORIED HOSPITAL COMPLEX AT CHAF BANGALORE ON EPC MODE
Contract No: CE (AF)/BAN/ OF 2024-25

Bidder Name	

PRICE SCHEDULE

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Sl. No.	Description of work	No or Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
10	**Note for item 8 & 9:-** (i) Minimum labour as given under Annexure XLIV of scope work shall be employed for manning of Installations. (ii) Contractor shall ensure that, no M&O worker is employed more than eleven months in a single stretch. (iii) No operator/ helpers shall be made to work more than 08 hours in a day and more than 6 days continuously in a week. Sufficient relievers may be provided to ensure the same. (iv) A supervisor having diploma in Electrical/ Mechanical Engineering with three years of experience may be additionally employed for coordinating with the Department. (v) All the operators and supervisor should have fluency in English, Hindi and local language and shall have good communication skills and mobile phone for communication. They shall be equipped with all tools and safety gears required for operating the plants/ equipments and shall wear uniform as approved by Engineer In Charge during duty hours. (i) Minimum labour as given under Annexure XLIV of scope work shall be employed for manning of Installations. (ii) Contractor shall ensure that, no M&O worker is employed more than eleven months in a single stretch. (iii) No operator/ helpers shall be made to work more than 08 hours in a day and more than 6 days continuously in a week. Sufficient relievers may be provided to ensure the same. (iv) A supervisor having diploma in Electrical/ Mechanical Engineering with three years of experience may be additionally employed for coordinating with the Department. (v) All the operators and supervisor should have fluency in English, Hindi and local language and shall have good communication skills and mobile phone for communication. They shall be equipped with all tools and safety gears required for operating the plants/ equipments and shall wear uniform as approved by Engineer In Charge during duty hours.					

Name of Work: CONSTRUCTION OF MODERN MULTI STORIED HOSPITAL COMPLEX AT CHAF BANGALORE ON EPC MODE
Contract No: CE (AF)/BAN/ OF 2024-25

Bidder Name	

PRICE SCHEDULE

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Sl. No.	Description of work	No or Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
11	**Sch 'A' Part - IV** MANNING AND OPERATION of STP and treated water distribution system installed under the main project by employing technically qualified operators/ tradesman and helpers as specified in scope of work under **Annexure XLIV** including preparation and up keeping of log sheets/ registers for running, cleaning of installation and surrounding area, provision of cleaning materials like cotton waste, broom, soap etc, all as directed round the clock (24 hours) for the **SIXTH YEAR** after completion of the main project complete all as specified and as directed.	12.00	EACH JOB PER MONTH		**0.00**	INR Zero Only

12	All as per item number 11 herein before, but during the **SEVENTH YEAR** AFTER COMPLETION of the Main project:	12.00	EACH JOB PER MONTH		**0.00**	INR Zero Only
13	All as per item number 11 herein before, but during the **EIGHTH YEAR** AFTER COMPLETION of the Main project:	12.00	EACH JOB PER MONTH		**0.00**	INR Zero Only
14	All as per item number 11 herein before, but during the **NINTH YEAR** AFTER COMPLETION of the Main project:	12.00	EACH JOB PER MONTH		**0.00**	INR Zero Only
15	All as per item number 11 herein before, but during the **TENTH YEAR** AFTER COMPLETION of the Main project:	12.00	EACH JOB PER MONTH		**0.00**	INR Zero Only

Name of Work: CONSTRUCTION OF MODERN MULTI STORIED HOSPITAL COMPLEX AT CHAF BANGALORE ON EPC MODE
Contract No: CE (AF)/BAN/ OF 2024-25

Bidder Name	

PRICE SCHEDULE

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Sl. No.	**Description of work**	**No or Quantity**	**Units**	**BASIC RATE In Figures To be entered by the Bidder Rs. P**	**TOTAL AMOUNT With Taxes**	**TOTAL AMOUNT In Words**
1	**2**	**3**	**4**	**5**	**6**	**7**
16	**Note for item 11 to 15:-** (i) Minimum labour as given under Annexure XLIV of scope work shall be employed for manning of Installations. (ii) Contractor shall ensure that, no M&O worker is employed more than eleven months in a single stretch. (iii) No operator/ helpers shall be made to work more than 08 hours in a day and more than 6 days continuously in a week. Sufficient relievers may be provided to ensure the same. (iv) A supervisor having diploma in Electrical/ Mechanical Engineering with three years of experience may be additionally employed for coordinating with the Department. (v) All the operators and supervisor should have fluency in English, Hindi and local language and shall have good communication skills and mobile phone for communication. They shall be equipped with all tools and safety gears required for operating the plants/ equipments and shall wear uniform as approved by Engineer In Charge during duty hours. (i) Minimum labour as given under Annexure XLIV of scope work shall be employed for manning of Installations. (ii) Contractor shall ensure that, no M&O worker is employed more than eleven months in a single stretch. (iii) No operator/ helpers shall be made to work more than 08 hours in a day and more than 6 days continuously in a week. Sufficient relievers may be provided to ensure the same. (iv) A supervisor having diploma in Electrical/ Mechanical Engineering with three years of experience may be additionally employed for coordinating with the Department. (v) All the operators and supervisor should have fluency in English, Hindi and local language and shall have good communication skills and mobile phone for communication. They shall be equipped with all tools and safety gears required for operating the plants/ equipments and shall wear uniform as approved by Engineer In Charge during duty hours.					

Name of Work: CONSTRUCTION OF MODERN MULTI STORIED HOSPITAL COMPLEX AT CHAF BANGALORE ON EPC MODE
Contract No: CE (AF)/BAN/ OF 2024-25

Bidder Name	

PRICE SCHEDULE

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Sl. No.	**Description of work**	**No or Quantity**	**Units**	**BASIC RATE In Figures To be entered by the Bidder Rs. P**	**TOTAL AMOUNT With Taxes**	**TOTAL AMOUNT In Words**
1	**2**	**3**	**4**	**5**	**6**	**7**
17	Comprehensive maintenance of STP and treated water distribution system installations installed under the project by the OEM or its authorised rep including carrying out all preventive maintenance check-ups as per recommendation of OEM, replacement of all worn out parts, replacement / topping up of filter media, greasing/lubricating, replacement of filters, nuts, bolts washers etc and upgradation of software, hardware etc to ensure complete serviceability of the equipment during the **SIXTH YEAR** AFTER COMPLETION of the project complete all as specified and as directed:	1.00	EACH JOB PER YAER		**0.00**	INR Zero Only
18	All as per item number 17 herein before, but during the **SEVENTH YEAR** AFTER COMPLETION of the Main project:	1.00	EACH JOB PER YAER		**0.00**	INR Zero Only
19	All as per item number 17 herein before, but during the **EIGHTH YEAR** AFTER COMPLETION of the Main project:	1.00	EACH JOB PER YAER		**0.00**	INR Zero Only
20	All as per item number 17 herein before, but during the **NINTH YEAR** AFTER COMPLETION of the Main project:	1.00	EACH JOB PER YAER		**0.00**	INR Zero Only
21	All as per item number 17 herein before, but during the **TENTH YEAR** AFTER COMPLETION of the Main project:	1.00	EACH JOB PER YAER		**0.00**	INR Zero Only
Total in Figures					**0.00**	INR Zero Only

Name of Work: CONSTRUCTION OF MODERN MULTI STORIED HOSPITAL COMPLEX AT CHAF BANGALORE ON EPC MODE
Contract No: CE (AF)/BAN/ OF 2024-25

Bidder Name	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	**Description of work**	**No or Quantity**	**Units**	**BASIC RATE In Figures To be entered by the Bidder Rs. P**	**TOTAL AMOUNT With Taxes**	**TOTAL AMOUNT In Words**
1	**2**	**3**	**4**	**5**	**6**	**7**
Quoted Rate in Words		**INR Zero Only**				

PRE-TENDER ASSOCIATION

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

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

WHEREAS **Military Engineer Services (MES)** (Here in after referred to as "Client") vide their letter/tender notification No. **2024_MES_674982_1** dated **17.09.2024** , has invited tenders for **"Construction of Modern Multi Storied Hospital Complex at CHAF Bangalore on EPC Mode"** (hereinafter referred to as 'Project').

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

WHEREAS _____ with their registered office _____ (herein after called "_____" which expression shall unless repugnant to the context include its successors and assigns) agreed to participate in the tenders for **"Construction of Modern Multi Storied Hospital Complex at CHAF Bangalore on EPC Mode"** (herein after referred to as "Works" as spelt out in Clause No. 2.0 and Clause 5.0 of this MOU) of the above Projects as Sub-contractor of EPI.

WHEREAS EPI and _____ are hereinafter referred to collectively as "Parties".

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

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

1.0 EPI shall act as main contractor and _____shall be Sub-contractor of EPI for execution of "Works" as spelt out in Clause No. 2.0 and Clause 5.0 of this MOU.

1.1 _____ has submitted its offer to EPI for execution and completion of above- mentioned "Works" as per "Pre Tender Tie Up" by EPI. _____ shall not participate individually either directly or indirectly and/or through and JV/ Consortium etc. entered into with any other company/organization/ proprietor/individual constituted for that particular NIT and shall quote its rates to EPI only and not any other party participating/ pre-qualified for the project directly or indirectly through its subsidiary, partnership, ownership, individual firm etc.

1.2 The amount/ rates quoted by _____to EPI for the "Works" at pre-tender stage are enclosed at Price Bid Format (Annexure-I) of this MOU. EPI shall submit its tender to Client on the basis of amount/rates quoted by _____ to EPI after adding EPI's markup towards its expenses, overheads and profit margin, which shall be solely decided by EPI. In case it is required to offer any reduction in the prices to Client or to change the terms and conditions; the same shall be done after mutual consultations Between EPI and _____.

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

2.0 Scope of Work:

The Scope of Work of the Sub-Contractor shall be as per tender for **" Construction of Modern Multi Storied Hospital Complex at CHAF Bangalore on EPC Mode"** (herein after referred to as "Works") as per Technical specifications, Designs, Drawings, BOQ, Instructions and Terms and Conditions given in Tender Documents of the Client/Client's consultant and its amendments/clarifications etc. received from Client from time to time.

3.0 Commencement and Completion of Project:

The Contractual Completion Period shall be as per the following:

I. Phase-I : 42 (Forty Two) Months - Design & Construction of Modern Multi-Storied Hospital Complex (MMHC) and all allied buildings, B/R & E/M Services, Arboriculture, etc complete. (Main Project work).

II. Phase-II : 36 (Thirty six) Months - M & O of all E/M installations and STP post completion of MMHC project work during defect liability period(DLP) (03 years)

III. Phase-III : 24 (Twenty four) Months - M & O and Comprehensive maintenance of all E/M services and E/M installations and B/R services post completion of defect liability period (02 years)

Phase-IV : 60 (Sixty) Months - M & O for STP Plant for 05 years after completion of phase III

The date of commencement shall be reckoned as per EPI's contract with Client.

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

4.0 _____ confirms that they have read and understood and have copies of the ' Tender Documents' and have visited the site and their proposal shall be based on the 'Tender Documents' and caters to all the works, requirements, etc. thereof.

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

6.0 _____ agrees and undertakes to indemnify and hold harmless EPI against any liability, loss, cost, damages or expenses sustained as a result of breach or default or negligence or improper performance or disturbance caused by itself or by any of its subcontractors, suppliers, or associates in connection with its part of Works as per Contract.

7.0 _____ **shall submit prescribed Tender Fee and full amount of bid security as per tender requirement at the time of bidding by EPI to client and total project performance bank guarantee (as third party bank guarantee) and any other bank guarantee and obtain insurances as per client's tender conditions to EPI wherever required for package for which BID is applied by _____. No interest**

shall be borne/ paid by EPI for the same. _____ has to submit the undertaking for the same along with this MOU.

8.0 None of the parties shall make or enter into any contract or commitment on behalf of other party without its express consent in writing.

9.0 EPI shall be the point of contact by Client for the purposes of the Project.

EPI shall issue Authorization letter to the Authorized Representative of _____ to deal all the matters related to this Contract.

10.0 Taxes and Duties :

All kind of Taxes, Duties like GST (as applicable as on date and during commencement of contract), Cess, Levies, Royalties, custom duties (if applicable) and other expenses etc. for the "Works" are included in the Sub-Contract price. The payment of GST applicable on the total Contract value of EPI with Client shall be the responsibility of _____ and is included in the Sub-contract price of _____. In case EPI pays any GST on this project, the same shall be recovered as reimbursement from _____ by deducting the same from their bills or other dues and in such cases no certificate in this regard shall be issued by EPI to _____.

11.0 **On award of work by Client, EPI may award the entire scope of work to Associate fully as per mutually agreed fixed fee of EPIL which shall be discussed at the Financial Bid Stage for value of work as mutually agreed between the parties and in such case EPI will play the role of Project Management of entire project. Required all tender Fees, Bid Security, EMD's, PBGs etc. will be the paid by the Associate. Execution of EPI entire work through the Associate may be done with bearing all financial liabilities by the associated partner of EPI.**

12.0 In case project financing is required at any stage of the project, _____ shall engage financial partner as per the requirement of project. All liabilities of the financial partner shall be in the scope of selected partner.

13.0 The amount/rate quoted in their offer by _____ to EPI includes all charges, all direct and indirect cost of works, materials, labour, plant & equipment, all taxes, duties, GST, levies, royalties, etc., all transportation charges including e-way bill charges & cartage of issue material, electricity and water charges and for all expenses such as site offices expenses, labor camp, bank guarantee charges, insurance charges, EPF/ CPF/ Statutory contributions, preparation of all required design & detailed engineering and all required drawings etc., facilities and other expenses whatsoever, incurred on execution, completion and maintenance of the "Works" as per 'Tender Documents' and their own overheads and profit etc. _____ shall comply with all the requirements laid down as per 'Tender Documents' and shall un-conditionally abide by its proposal at pre-tender stage for execution of "Works" as per terms, conditions, specifications, drawings, documents etc. given in the 'Tender Documents' for the completion, handing over, maintenance period etc. for the project. All men, materials, machinery, tools and plants, infra-structure, resources etc., as required for execution of "Works" shall be provided and arranged by _____.

14.0 Insurance charges for insurance to be taken by EPI for the project as per contract with Client shall be borne by _____. _____ shall take insurance cover at its own cost towards Workman Compensation Act for its own workers, employees and for the Plant & Equipment deployed _____ at the project site and shall furnish documentary proof of the same to EPI failing which no payments shall be released to _____ against work done. _____ shall assist EPI in follow up with insurance company in case of any claim related to total scope of work. EPI is not liable to pay any claim of the _____ if it is not paid by insurance company due to any reasons whatsoever.

15.0 _____ shall provide and maintain facilities (furnished office & one vehicle for site for EPI staff) for exclusive use of EPI which shall be provided until completion of DLP. These facilities and vehicles shall be the property of the _____ at the end of the contract.

16.0 The initial validity period of offer of _____ shall be one month more than the validity period of EPI's offer to Client. The validity period of their offer shall be extended by _____ as and when desired by EPI.

17.0 Each party shall bear its own expenses for preparation and submission of bid. In case of non-award of the project to EPI by Client due to any reason, _____ shall have no claim whatsoever on EPI.

18.0 All the cost of travel, lodging, boarding etc. towards visits by Client, their Consultant etc. to the manufacturing units/works for the inspection of materials, equipment etc. under the scope of work shall be borne by _____, if applicable under the contract between EPI and Client / Employer.

19.0 Payments:

The Payment shall be received from Client/Employer in the designated Escrow Bank Account which shall be opened specifically for this Project and Payment shall be transferred to _____automatically with the standing instructions after the deduction of the EPI Fee as agreed above for all the payment received from the Client/Employer, after 10 working days. The necessary approval from existing banker of EPI is to be ensured for opening the Escrow Account by EPI.

20.0 _____ shall be fully responsible to complete the "Works" in workmen like manner to the satisfaction of Client and EPI by maintaining high standard of quality and precision as per 'Tender documents', Agreements, Terms & Conditions, Specifications, Drawings etc., within contractual completion period and within their quoted rates/amount. In case Client reduces or increases scope of work of this tender, the same shall be binding on _____ and _____ has to execute the same at the rates paid by the Client less EPI's margin.

21.0 _____ shall be responsible for timely completion of the "Works" within the contractual completion period. Total Liquidated Damages/Compensation for delay, if any imposed/deducted from EPI's bills by Client shall be recovered from _____ bills or other dues.

22.0 In case the project execution is delayed beyond the contractual scheduled completion period due to reasons attributable to _____, the staff and site office expenses of EPI for extended period shall be paid by _____ to EPI at the rate _____ per month maximum of 12 months. This shall be in addition to the facilities provided by the PARTY to EPI and the Liquidated Damages / compensation for delay/Penalties etc. if any, levied by Client. The decision of EPI in this regard shall be final & binding on the party.

23.0 _____shall be responsible for obtaining all approvals from Client with regard to quality of materials & workmanship and measurements etc. for their portion of work. All such approvals shall be in the name and title of EPI. _____ shall be responsible for reconciliation of issue material with Client, if any. Any shortfall in issue materials shall be made good / recovered from _____ as per terms of EPI's contract with the Client.

24.0 _____shall not assign or transfer its interest specified in this MOU to any other party without the prior written consent of EPI.

25.0 If desired by EPI, _____shall be available/ associate with EPI in meetings/ negotiations with EPI/ Client. _____shall furnish all information and clarifications

as and when required by EPI/ Client. _____shall abide by any modifications/ changes etc. in tender prices, terms & conditions for the work, agreed by it during negotiations with Client/EPI. Each party shall bear its own expenses for these purposes.

26.0 _____shall deploy sufficient plant & equipment of the required capacity and in good working condition for completion of the works in stipulated time with required quality. The equipment should either be owned by _____or hired/leased. The deployment of equipment by _____shall be as decided by _____ and the same shall not be less than the minimum deployment stipulated by the Client, if any, for execution of "Works" and as per schedule agreed with Client. _____shall make arrangement for regular maintenance including preventive and breakdown maintenance and maintain stock of essential spares at site/near to site so as to ensure minimum breakdown time of equipment. The equipment once brought to site shall not be allowed to be removed without the consent of EPI. In case the PARTY fails to deploy sufficient equipment to the satisfaction of EPI or in case of prolonged breakdown of equipment, EPI at its sole discretion shall arrange the required equipment and debit all the related costs including ten percent overheads of EPI and shall recover the same from the due payments of PARTY, including from its bank guarantees available with EPI.

27.0 **Confidentiality**:

The Parties acknowledge that the existence and the terms of this MOU and any oral or written information exchanged between the Parties in connection with the preparation and performance of this MOU are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any such relevant confidential information to any third parties, except for the information that (with a written notice to other party): (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this MOU. This Section shall survive the termination of this MOU for any reason.

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

29.0 **Governing Law And Dispute Resolution**:

This bidding MOU shall be governed under Indian Laws.

Any dispute, controversy or claim arising out of or relating to this MOU shall be first resolved amicably by mutual discussions.

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

31.0 EPI has agreed to associate _____on the basis of details regarding experience profile, financial standing, credentials, fulfillment of statutory obligations, etc. of _____submitted by _____to EPI. In case, at a later stage even after signing of this MOU it is found that _____has submitted incorrect, false

details and credentials resulting in apprehensions on the capabilities of _____with regard to quality & timely completion of works, financial capabilities etc, EPI can terminate this MOU solely at its option. In this eventuality _____shall be liable for the losses suffered by EPI and further _____shall have no claim on EPI, whatsoever.

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

33.0 All other terms and conditions shall be as per the Tender documents of Client and the same shall be applicable between EPI and _____on mutatis mutandis basis. However, if EPI is granted some concession or exempted from certain obligations by Client, by virtue of EPI being a Public Sector Company, the same concessions/ exemptions shall not be applicable to _____. The decision of EPI in this regard including interpretation of terms & conditions shall be final & binding on _____.

34.0 **Validity of MOU**:

a) If the EPI is successful to win the contract from Client, this MOU will lead to further Work Order/ Contract Agreement with _____.

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

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

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

ENGINEERING PROJECTS (INDIA) LTD.	_____
AUTHORIZED SIGNATORY	AUTHORIZED SIGNATORY

Witnesses:

1.	**1.**
2.	**2.**

Disclaimer:

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

Annexure-III

EMD Format

(to be executed on a non-judicial stamp paper of Rs. 100/- only.)

PROFORMA FOR BANK GURANTEE IN LIEU OF EARNEST MONEY DEPOSIT
(Tender Notice No. and Date)

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 .....

We,..... bank having its registered/head for 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.

For and behalf of the Bank

Dated……..…..this day of……..2024.

NOTE For and on behalf of the Bank : on a Non-Judicial stamp paper of Rs. 100/- (Rupees One hundred only)