

Engineering Projects (India) Limited
(A Govt. of India Enterprise)

EPI/CO/BDD/EOI-283/224

Date: 29.11.2024

**EXPRESSION OF INTEREST FOR SELECTION OF TECHNOLOGY PARTNER / ASSOCIATE
QFGDM FOR FLUE GAS DESULPHURISATION (FGD) SYSTEM**

1.0 INTRODUCTION

Engineering Projects (India) Limited (EPI), under the aegis of Ministry of Heavy Industries, Government of India, is one of the Premier Engineering Services Organization of India engaged in execution of multi-disciplinary projects on turnkey basis in India & Overseas.

EPI as an EPC organization intends to take up the upcoming projects / works of Flue Gas Desulphurization (FGD) system in association with technology partner having relevant experience in FGD system. Interested organizations are requested to submit their formal expression of interest application form for the above works.

Organizations fulfilling the below minimum eligibility criteria (category wise) are required furnish their expression of interest within the stipulated date and time.

2.0 ELIGIBILITY CRITERIA

The Applicant should meet the following eligibility criteria:

2.1 Technical Criteria

- 2.1.1 Applicant must be a single entity registered in India or any other country. Joint Venture / Consortium are not allowed. Applicant may provide details of their registered office or subsidiary's office in India, if any.
- 2.1.2 Applicant must submit a Power of Attorney / Letter of Authorization in the name of the authorized signatory issued from head of the organization to submit and sign the all the documents required in this EOI.
- 2.1.3 Any applicant from a country which shares a land border with India will be eligible to bid, only if the applicant is registered with the Competent Authority as per Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020 regarding GFR Rule 144 (xi) and the subsequent Office Memorandum no. F. 18/37/2020-PPd dated 08th Feb 2021 and OM no. F.12/1/2021-PPD(Pt) dated 02nd March 2021.

1. Qualification criteria for QFGDM:-

Technical criteria:

- a) The QFGDM Associate should have designed, engineered, supplied, erected/supervised erection and commissioned/supervised commissioning of at least one(1) no. of wet limestone based Flue Gas Desulphurisation System, having flue gas treatment capacity of not less than 20,00,000 Nm³/hr, with Desulphurisation efficiency of at least 90%, operating in a pulverised coal fired power plant. The above wet limestone based Flue Gas Desulphurisation System should have been in successful operation for a period not less than one (1) year prior to the date of Techno-Commercial bid opening. At least one FGD Project of 500MW and above should have been completed outside the QFGDM home country.

- b) The organization should submit performance certificate regarding satisfactory operation of FGD system from any end user along with relevant Purchase Order / Contract Agreement. Such system should have been in successful operation for a period of not less than one (1) year within last 7 years prior to the date of this EOI.
- c) In case the work experience of the applicant is in country other than India, all requisite documents should be apostilled by Indian High Commission / EMBASSY of their country or their country's EMBASSY in India.
- d) In case the applicant has executed the work for private organization in India, the requisite documents must be supported by TDS certificate & 26 AS for respective years in which for the years work executed.
- e) For evaluation purpose, the completion cost of works mentioned in the completion certificate shall be enhanced by 7% per annum till the end of month prior to date of NIT.

1.1 **Financial Criteria:**

- a) Applicant should have net worth not less 100% of its paid-up share capital as on 31.03.2024. A certificate from chartered accountant/ public accountant or statutory auditor shall be submitted by QFGDM Associate.
- b) The average annual turnover in the preceding three financial years starting from period ending 31.03.2024 should not be less than INR 40 Crores.

- 1.1.1 The applicant must submit an undertaking that the applicant fulfil all the requirements in this regard and is eligible to be considered.

The applicant should submit performance certificate regarding satisfactory of FGD system from any end user along with relevant Purchase Order / Contract Agreement. Such system should have been in successful operation for a period of not less than one year within last 7 years prior to the date of this EOI.

In case the work experience of the applicant is in country other than India, all requisite documents should be apostilled by Indian High Commission / EMBASSY of their country or their country's EMBASSY in India.

In case the applicant has executed the work for private organization in India, the requisite documents must be supported by TDS certificate.

- 1.1.2 Applicant should submit the details of ISO certificates such as ISO 9001:2015 etc., if any.
- 1.1.3 Applicant should not have been blacklisted/ debarred by any Foreign / Indian Government /Semi-Govt./ PSU Organization in India during last 03 years. An undertaking in this regard shall be submitted by the applicant for self and its authorized partner on the entity letter head, if any.
- 1.1.4 Applicant who has applied for/ availed CDR (Corporate Debt Restructuring) or BIFR (Board for Industrial and Financial Reconstruction) or SDR (Strategic Debt Restructure) during last five financial years are not eligible. Applicant shall submit a certificate issued by Statutory Auditor/ Chartered Accountant/ CFO / CEO / MD of the company in this regard. The same shall be submitted for its authorized partner, if any, by the applicant.
- 1.1.5 Applicant must not be under Bankruptcy, liquidation, court receivership or similar proceedings like applicant already in NCLT & RP has been appointed. Applicant shall submit a certificate issued by Statutory Auditor/ Chartered Accountant/ CFO / CEO / MD of the company in this regard. The same shall be submitted for its authorized partner, if any, by the applicant.

- 1.1.6 Applicant shall also submit its company profile and presentation with the EOI. The same shall be submitted for its authorized partner, if any, by the applicant. EPI may invite applicant for the presentation, if required.
- 1.1.7 Applicant must have no criminal fraud case pending or contemplated against the entity or on its authorized partner.
- 1.1.8 Applicant shall submit an undertaking that all the documents submitted by bidder in this EOI are true and genuine. In case, any fake/false/fabricated document is found at any stage, EPI reserves the right to blacklist/debar the bidder from participating in all future tenders/EOIs etc. for next two years in EPI. Decision in this regard shall be at the sole discretion of EPI.
- 1.1.9 Validity of Tender:-180 (one hundred eighty) days from the date of opening of EOI. EPI reserves the right to ask for the extension of validity of offer under same terms & conditions.

For the purpose of conversion of foreign currency into India Rupees (INR), EPI shall use the foreign currency reference rate published by Reserve Bank of India (RBI) on the date of issue of the EOI. In case, foreign currency reference rate for any currency are not available on RBI website, the reference shall be taken from any other website.

3.0 GENERAL TERMS & CONDITIONS

- 3.1 The PARTY shall submit prescribed bid security as bank guarantee at the time of bidding by EPI to client and project performance bank guarantee as mentioned by client for QFGDM (as bank guarantee) and any other bank guarantee as per required tender conditions/post award contract agreement and obtain insurances as per client's tender conditions to EPI wherever required for package for which BID is applied by the PARTY as QFGDM and No interest shall be borne/ paid by EPI for the same. PARTY has to submit the undertaking for the same along with this MOU. In case of award of Project, QFGDM will be required to furnish an on demand bank guarantee for an amount of 2% of the total contract price of the Flue Gas Desulphurization System Package for the awarded project in addition to the contract performance security to be furnished by the Bidder.

The selected applicant shall submit performance security to EPI, in the form of Demand Draft/ FDR / Bid Bond / performance bank guarantee or as applicable from scheduled/nationalised banks in India or banks of their country in line with the requirement of performance security mentioned in Client's tender, wherever required for their scope of work.

However, if as per tender conditions, being a technology partner, is required to submit performance security or any other guarantee such as Deed of Joint Undertaking Bank Guarantee (DJU BG) directly to Client , in such cases, applicant/technology partner shall submit backup performance security/ bank guarantee to EPI proportionately for the value of their scope of work (if the value of guarantee submitted to Client is less than what is required for their actual scope of work) less the value of Guarantee submitted directly to Client by them.

The performance security/ guarantee shall be released by EPI to applicant/ technology partner after the release of corresponding performance security by client to EPI.

- 3.2 Payment terms for EPI and technology partner (QFGDM) shall be on back-to-back basis i.e. in line with agreement between EPI and Client for their respective scope of work. However, any benefit given by the client to EPI being a CPSU, the same will not be pass on to the second party.
- 3.3 On award of work by Client, the followings documents shall become part of detailed contract agreement between EPI and Second Party and in case of any ambiguity the order of precedence shall be as under:

- i) Agreement between EPI and Client
- ii) Client's tender document submitted to Client
- iii) Detailed Contract Agreement to be signed between EPI & Second party
- iv) EPI's General Conditions of Contract (GCC) available on EPI's website i.e. www.epi.gov.in.

4.0 EVALUATION OF EOI APPLICATIONS

- 4.1 The EOI submitted by the Applicant shall be evaluated by the Evaluation Committee of EPI. The said Committee will examine the EOI proposals/documents to determine whether they are complete, whether the documents have been properly signed, stamped and whether the EOI documents are generally in order.
- 4.2 The selection process shall be solely based on the eligibility criteria as laid down in this EOI document. To facilitate evaluation of EOI proposals/ documents, EPI may, at its sole discretion, seek clarifications in writing/email from any Applicant regarding its proposal in the format as considered appropriate by EPI.
- 4.3 The Evaluation Committee of EPI will determine the substantial responsiveness and technical eligibility of each proposal to the EOI Document. A substantially responsive EOI proposal is one, which meets the technical eligibility criteria and conforms to all the terms and conditions of the EOI document. However minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, Evaluation Committee may waive the same at their discretion. A substantially responsive bid shall be considered for verification of credentials from the respective clients. The applicant shall be considered as technically qualified only upon the completion of verification process.
- 4.4 If EOI is not substantially responsive, it will be rejected by the Evaluation Committee of EPI.

5.0 GENERAL INSTRUCTIONS TO APPLICANT (S)

- 5.1 EPI reserves the right to accept or reject any or all EOIs or annul this process without assigning any reason and liability whatsoever and to re-invite EOI at its sole discretion.
- 5.2 EPI reserves the right to modify the criteria, offer relaxation and take its own decision if so required.
- 5.3 Applicant will be asked to submit its acceptance for signing of MoU within 15 (fifteen) days after the short listing by EPI. If the Applicant fails to comply with the stipulated time period unless any period is relaxed by EPI for compelling and genuine reasons; the decision of EPI in such case would be absolute & final.
- 5.4 EPI reserves the right to select and enlist more than one Applicant for signing of MoU. The proposed MOU to be signed by EPI and the selected Applicant(s) is also enclosed as **Annexure-1**.
- 5.5 All future communication/ additional information/ corrigendum/ addendum/ extension with respect to this EOI shall be notified through websites www.epi.gov.in and <https://www.etenders.gov.in> which should be checked regularly.
- 5.6 The applicant fulfilling the above requirements and willing to associate with EPI as per terms and conditions given above and in MoU should submit their formal expression of interest through online process on www.etenders.gov.in with all prescribed supporting documents / undertakings mentioned in EOI not later than 05.12.2024 upto 15:00 Hrs (IST).

5.7 The details of contact person are as under:

Group General Manager,

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

BID Queries may be submitted to:-

Mr. Prashant Bajpai,
AGM (Business Development Division)
Engineering Projects (India) Limited
4th Floor, Core-3, SCOPE Complex, 7, Lodhi Road, New Delhi – 110003, India
Tel: 011-24361666, Extn: 2414, Email: bdd@epi.gov.in

MEMORANDUM OF UNDERSTANDING (MOU)

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

WHEREAS various Client has invited tenders for “.....”(herein after referred to as ‘Project’).

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

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

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

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

EPI shall act as main contractor and Shall be QFGDM of EPI for execution of "Works" as spelt out in Clause No. 2.0 and Clause 5.0 of this MOU.

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

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

2.0 WHEREAS both the Parties intend to synergize their efforts by pooling their expertise and resources for taking up various projects related to Flue Gas Desulphurization in India & Overseas to further strengthen their business interests, hereinafter referred to as ‘Projects’.

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

1. Both Parties agree to work jointly to identify the projects of common interest in India & overseas.
2. The Projects could be identified by either of the parties and they could approach each other for exclusive co-operation.
3. The co-operation for execution of agreed and identified projects shall be based on mutual benefit of the parties.

4. Prior to bidding for a particular accepted agreed project, the parties with mutual consent shall enter into "Pre-bidding Agreement" detailing each party's obligations and responsibilities for execution of the project, including allocation of scope of work in the project and the parties' respective obligations in the related bidding costs and expenses. On award of work by client a Detailed Contract Agreement shall be signed between EPI & Second party which will supersede the above Pre-bidding agreement.
5. This MOU does not limit both parties from collaborating or entering into agreements with any other party for any other project in the similar fields, other than the identified project for which they are jointly bidding or have entered into a Pre-bidding Agreement.
6. In such projects where the parties shall jointly qualify to bid and enter into a Pre-bidding Agreement, Parties shall not participate individually either directly or indirectly and /or through any joint venture / consortium etc. entered into with any other company / organization / proprietor / individual constituted for that particular Notice Inviting Tender (NIT).
7. None of the Parties shall make or enter into any contract or commitment on behalf of the other party without its express consent in writing.
8. Each party shall bear its own cost as per the division of scope of work between the parties as determined at the time of bidding, on case to case basis. In case of non-award of project to the parties by client, due to any reason whatsoever, the parties shall have no claim on each other.
9. Both parties are committed to conduct their business, free from unlawful, unethical or fraudulent activity and in full compliance with the existing laws of land.
- 3.0 confirms that they have read and understood and have copies of the 'Tender Documents' and have visited the site and their offer is based on the 'Tender Documents' and caters to all the works, requirements, etc. thereof.
- 4.0 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.
- 5.0agrees 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.
- 6.0(Successful Bidder) shall submit prescribed of their portion of QFGDM amount of bid security & performance bank guarantee (of their portion) 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.
- 7.0 In case of award of Project, QFGDM will be required to furnish an on demand bank guarantee for an amount of 2% of the total contract price of the Flue Gas Desulphurization System Package for the awarded project in addition to the contract performance security to be furnished by the Bidder.
- 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.

9.0 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 Incase 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

10.0 The amount/rate quoted in their scope of work offer by to EPI includes all charges, all direct and indirect cost of (their scope of work) 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' for QFGDM and their own overheads and profit etc.

..... shall comply with all the requirements laid down as per 'Tender Documents' and shall un-conditionally abide by its offer quoted at pre-tender stage for execution of "Works" as per terms, conditions, specifications, drawings, documents etc. given in the 'Tender Documents' for QFGDM 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.....

11.0 Insurance charges for insurance to be taken by EPI for the project as per contract with Client shall be borne by QFGDM (for their portion) 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.

12.0 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.

13.0 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 what so ever on EPI.

14.0 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.

15.0 Bidder & QFGDM has to sign the Non Discloser Agreement/MOU with EPI for this Pre-Tender Tie up and it shall be the part of MOU between EPI and successful bidder.

16.0 Bidder & QFGDM has to sign the Collaboration & Technology Transfer (C&T) MOU/Agreement with EPI for this Pre-Tender Tie up and it shall be the part of MOU between EPI and successful bidder.

17.0 In case the project execution is delayed beyond the contractual scheduled completion period due to reasons attribute able to, the staff and site Office expenses of EPI for extended period shall be paid byto EPI at the rate of Rs 1,00,000/- (ONE LAKH) per month maximum of 12 months. This shall be in addition to the facilities provided by the PARTY to EPI and the Liquidated Damages/compensation for delay/Penalties etc .if any, levied by client. The decision of EPI in this regard shall be final & binding on the party.

18. **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 Agreement for any reason.

19. **COMMENCEMENT, DURATION, MODIFICATION AND TERMINATION OF MOU**

19.1 This MOU shall be valid for a period of 2 (Two) years commencing from the date of execution of MOU (first above written) and can be further extended by mutual consent of the parties in writing.

19.2 The modification/addition / deletion of the clauses of the MoU can be done with the consent of both the parties, only in writing.

19.3 Either party may terminate this MOU by giving a notice of 30 (Thirty) days to the other party without any compensation, provided that both the parties shall honor the pending commitment(s) as on the date of such Notice of Termination.

12.4 If any of the Parties commits breach of terms of this agreement 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.

20. **GOVERNING LAW AND DISPUTE RESOLUTION**

This bidding agreement shall be governed under Indian Laws.

Any dispute, controversy or claim arising out of or relating to this agreement shall be first resolved amicably by mutual discussions within 90 days of from the date of receipt of notice

of dispute by the party. If the Parties are unable to amicably resolve the dispute within a reasonable period, then the dispute may be referred to Arbitration by either party. Such arbitration would be presided over by a Sole Arbitrator appointed with mutual consent of the parties.

The Arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996 (as amended by amending acts of 2015, 2019, 2021 and any past or future amendment from time to time). The language of the Arbitration shall be English and the Seat of the Arbitration shall be Delhi. The award of the sole Arbitrator shall be final and binding upon the parties."

The language of the arbitration shall be English language. The venue of the arbitration proceedings shall be Delhi.

21. JURISDICTION

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

22. INDEMNIFICATION

Each party will agree to defend, hold harmless, and indemnify the other from any cost, claims, expenses incurred by or imposed upon the other party as a result of or in connection with Party's failure, loss, or damages of any type, including attorney fees, to the extent that they arise from the breach of the MOU, and default in maintaining strict confidentiality (Clause 11 of MOU) and/or willful misconduct or negligence. The parties waive their rights of recourse to another regarding damages to property caused by third party.

23. The language of the MOU and of any correspondence between the Parties shall be English.

24. On award of work by Client, the followings documents shall become part of detailed contract agreement between EPI and Second Party and in case of any ambiguity the order of precedence shall be as under:

- i) Agreement between EPI and Client (in case of award of work to EPI)
- ii) Client's tender document / EPI offer submitted to Client
- iii) Detailed Contract Agreement to be signed between EPI & Second Party
- iv) EPI's General Conditions of Contract (GCC) available on EPI's website i.e. www.epi.gov.in.

25. Validity of MOU:

- a) If EPI is successful to win the contract from Client, this MOU will lead to further Work Order/ Contract Agreement with
- b) The MOU shall expire or become null & void upon happening of the earliest occurrence of any of the following events:
 - i) EPI does not become eligible to bid for the project or
 - ii) Having become eligible to bid EPI submits a tender which is unsuccessful or

- iii) Having been awarded the contract, on completion of the defect liability period of the contract or
- iv) On the signing of a detailed MOU/Agreement by the Parties, setting out there in detailed terms of the said work.
- v) If any of the Parties commits breach of terms of this MOU or is declared insolvent by a court of competent jurisdiction or if either Party undergoes any winding up either voluntarily or under court proceedings, this MOU will stand terminated with immediate effect.

This Memorandum of Understanding (MOU) is signed in duplicate with each party receiving one original document.

For and on behalf of

For and on behalf of

Engineering Projects (India) Ltd.

Name :
Position :

Name :
Position :

Witnesses: