

(A Govt. of India Enterprise)
6A, Bakhtawar, Nariman Point,
Mumbai - 400021

AN ISO 9001 & 14001 COMPANY

RFP No: WRO/RFP/BDD/001/341 Date of Issue: 20.03.2025

Request for Proposal (RFP) For

Empanelment of Consultancy Services for Marketing
& Technical Support activities of the
Engineering Projects (India) Limited across India



1. IMPORTANT DATES

Engineering Projects India Ltd., (hereafter referred to as EPIL) invites an RFP from the reputed firms, for empanelment of Consultancy Services online through CPP-Portal. The details are as under:

1.	RFP No. & Date	WRO/RFP/BDD/001/341 Dated 20-03-2025
2.	RFP Publication Date & Time	20-03-2025 at 04:00 PM
3.	RFP Download Date & Time	20-03-2025 at 04:05 PM
4.	Submission of response to RFP (Online) Start Date & Time	21-03-2025 at 09:00 AM
5.	Start Date & Time to Submit Queries	21-03-2025 at 09:00 AM
6.	Last Date & Time to Submit Queries	27-03-2025 at 05:00 PM
7.	Submission of response to RFP (Online) Last Date & Time	10-04-2025 at 03.00 PM
8.	Submission of response to RFP (Offline/ Hard Copy) Last Date & Time	10-04-2025 at 05:00 PM
9.	Date and Time of opening of RFP	11-04-2025 at 03:00 PM
10.	Earnest Money Deposit (Refundable)	INR 25,000/- (INR Twenty – Five thousand Only)
11.	RFP Processing Fee (Non-refundable)	INR Rs 1180/- (Rs 1000/- + GST @ 18 %)

NOTE: Submission of responses to RFP in online and offline / hard copy, must be same. Any deviation of the points will lead to the summarily rejection of empanelment of Consultancy Services agency.

All queries, if any, in connection with this RFP shall be sent via mail to following EPI official.

Sh. Ashish Lokhande, AGM

Engineering Projects (India) Limited, 6A, Bakhtawar, Nariman Point, Mumbai 400021 (M) - +91-7038715447

Email: ashish.lokhande@epi.gov.in

Prospective bidders are required to direct all communications related to this RFP, through the Nominated Point of Contact persons:



2. EPIL - Introduction

Set up in April, 1970, Engineering Projects (India) Ltd. is a public sector enterprise under Ministry of Heavy Industry with paid-up Share Capital of Rs. 35.42 crores. The Company has its Registered Office & Corporate Office in New Delhi and Regional Offices at different geographical locations viz. New Delhi, Mumbai, Kolkata, Chennai and Guwahati. EPI, a Mini-Ratna CPSE, has established itself as a multi-disciplinary Engineering & Construction Company with presence all over India and abroad.

EPI successfully executed 30 odd projects valued over US\$ 782.00 million in Oman, Iraq, Kuwait, Saudi Arabia, UAE, Yugoslavia, Maldives, Bhutan & Thailand and 513 multi-disciplinary projects in India valuing over INR 7400 crores. Through execution of these projects, EPI has in its own way contributed in the development of the nation. EPI has the rare distinction of having worked for major power projects and steel plants in India in public sector.

Contribution of Company to Nation So Far:

EPI has performed its assigned roles as the country's leading Prime Contracting Company and has left its imprint not only in India but in overseas market as well.



EPI has executed projects of diverse nature Pan India & Overseas such as:

- Highways/Railways/Airports
- Ports and Harbors
- Infrastructure Development Works
- Water Supply System
- Irrigation and Canals
- Institutional & Commercial Complexes
- Border Infrastructure Project Management in India & Abroad
- Smart City

- Housing & Township
- Universities & Research Institutes
- Hospitals & Medical Colleges
- Process & Industrial Plants
- Material Handling Systems
- Sports Stadium
- Data Centre Infrastructure Management
- Integrated Command & Control Room

3. PARTIES

The parties to the contract are the firm [the tenderer(s)/bidder(s)] to whom the work is to be assigned and Engineering Projects (India) Limited herein after referred to as EPIL.

4. SCOPE OF WORK

EPIL is seeking consulting services to effectively publicize its activities, initiatives, and programs across Government Organizations / Semi Government Organizations / Autonomous Bodies / Municipal Bodies / Public Limited Companies listed on BSE / NSE for upcoming Infrastructure Development / IT/ ICT/ Security & Surveillance Projects in the field of Civil & Structural work, Material Handling Systems, Metallurgical Sector, Process Plants, Environment & Pollution Control, Oil & Petrochemicals, Defence-related projects, Border Management, Highways, Bridges & Airports, Sports Stadia. Transmission Lines/Substations, Security & Surveillance System, Fibre Optic Network, Data Centre Services, Integrated Command & Control Centre (ICCC), Solid Waste Management (SWM), Sewage Treatments (STP), Water Treatments (WTP) & Distribution, Irrigation, Smart City Project, Disaster Management, Land Parcel, Pre-Fabricated Engineering Works, Industrial, Railway Station Development, Ports, Pipe lines, Road Infrastructure Projects, Power Plants, Coal Handling Plants & Flue Gas Desulphurization Projects etc. The aim is to enhance awareness, engagement, and understanding of EPIL's mission and activities. The selected consultant will be responsible for the following tasks:

1. Strategy Development

- > Plan a strategy tailored to EPIL's objectives.
- ➤ Identify target clients and suggest the most suitable platforms for engagement.

2. Client Engagement & Management

Arrange meetings with clients by highlighting EPIL's activities.



3. Campaigns and Promotions

- Plan and execute targeted areas for key initiatives.
- Conduct workshops or training sessions for EPIL staff to enhance knowledge base

4. Technical Resources

- > Provide technical resources for discussions with clients
- Prepare RFP for tenders & coordinate with bidders for their queries & clarifications

5. Project Management Activities

- Carry Out Project Management Activities post award of tenders
- ➤ Closely work with successful bidders & the client with the objective of completing the project in time to the satisfaction of client.

The primary objective of the consulting services is to help EPIL market their consulting, Project Management & EPC capabilities. Provide Adequate technical as and when required to help in conducting field surveys, interactions with stake holders and assist in drafting RFP's. The scope of work includes the above following tasks, as well as any additional tasks as required by EPIL.

5. PRE-BID MEETING

For the purpose of clarification of doubts of the bidders on issues related to this "Bid Document", EPIL intends to hold a Pre-Bid meeting on the date and time as indicated in the "Bid Document". Only the authorized representatives of the bidders will be allowed to attend the Pre-Bid meeting.

6. ELIGIBILITY CRITERIA

The consultant agency must meet the following required experience:

- 1. Company Listed under Companies Act.
- 2. A proven track record of professionalism and ethical conduct with government offices or similar institutions.



- 3. Relevant technical knowledge, skills of a last 3 years.
- 4. Experience in Handling PMC Activities: The bidder must have technical skills in handling Project Management Activities.
- 5. Experience with Government Organizations: The bidder must have prior experience working with Central or State Government departments, or commissions, etc., in India.
- 6. Reporting and Analytics: Capability to provide detailed monthly/weekly reports on engagement, project management goals & shortcomings and associated activities
- 7. Tool Usage: Must use advanced social media management tools for scheduling, tracking, and analyzing performance.
- 8. Budget and Cost Efficiency: The bidder should demonstrate cost-efficient solutions while maintaining high standards of service.
- 9. Legal Compliance: The bidder must be a registered entity with necessary licenses, GST registration, and compliance with labor laws for staff management.

S.No.	Requirement	Specific Requirement	Documents Required
1	Certificate of Incorporation	The applicant should be a company registered in India under the Companies Act 1956, Act 2013/ Limited Liability Partnership (LLP) registered under LLP Act, 2008 with their registered office in India in operation for the last five years.	A copy of the Certificate of Registration / Incorporation should be submitted along with Memorandum and Articles of Association.



2	Turnover & Net-worth	Average Annual Turnover of the applicant for the last three financial years (i.e. 2021-22, 2022-23, 2023-24) should not be less than Rs. 75 crores. For MSE & Start-ups: Average Annual Turnover of the applicant for the last three financial years (i.e., 2021-22, 2022-23, 2023-24) should not be less than Rs. 35 crores. Note: 1) The net-worth must be positive as of 31.03.2024. 2) Net-worth of any parent, subsidiary, associated or other related entity shall not be considered.	A certificate from a practicing Chartered Accountant on its letterhead confirming average turnover for 3 years, net worth as on 31.03.2024.
3	Experience	The applicant should have experience in executed at least one projects covering a scope of work of value not less than 15 Cr. in the last five financial years (i.e. after 01.04.2019) or 3 projects of 6 Cr each or 2 Projects of 8 cr each	In case of an ongoing project (at least 50% of work should be completed), a copy of the Purchase Order(s) or Letter(s) of Award or Contract(s) of work needs along with a partial completion certificate to be submitted. In case of completed projects, a copy of the Purchase Order(s) or Letter(s) of Award or Contract(s) of work along with completion certificate(s) needs to be submitted.
4	Certification & Compliance	Company should have should have following ISO Quality Certifications valid at the time of submission of bid: > ISO 9001 > ISO 27001	Bidder to submit self-attested copy of Certificates.



5	Insolvency, Blacklisting / Debarment	The applicant must not be insolvent, in receivership, bankrupt or being wound up and not have its business activities suspended by the Government. Applicant or its Director/s is currently not blacklisted/debarred by any Government Organizations, GEM or Public Sector Undertakings or Public Limited Companies, competent authority, court of law and is not under a declaration of In- eligibility for corrupt or fraudulent practices as on the date of submission of bids.	The applicant shall furnish an Undertaking by the authorized signatory of the applicant on Rs 100-/ Non-judical stamp paper duly notarized. (ANNEXURE – 2)
6	PAN and GST	The applicant must have a valid PAN and a registration number for GST	Copy of PAN card GST registration certificate

7. SUBMISSION REQUIREMENTS

Bidders must submit:

A detailed technical proposal including:

- Approach and methodology.
- Team structure and profiles.
- Work plan and timelines.
- ➤ EMD/BG/SD/PBG must be submitted as per the client requirement for upcoming projects.
- Application form cum undertaking as per Annexure-1.
- ➤ Format for undertaking to be furnished in letterhead about BLACKLISTING / NON-DEBARMENT Annexure-2.
- ➤ Tender Fee Interested bidders shall be required to pay Rs11800/- (Rs 10000/- + GST @ 18 %) as non-refundable in online NEFT/RTGS mode only on below mentioned account details and the scanned copy of Tender fee receipt after depositing the tender fee online in EPI's Bank Account is to be upload along with technical bid documents. However, tenders submitted without or insufficient tender fees shall be rejected except for those who will claim exemption against MSME Certificate.
- Earnest Money Deposit (EMD) of Rs.25,000/- (Rupees Twenty Five



thousand only) and by way of Banker's Cheque / Demand Draft / Online in favour of Engineering Projects India Limited payable at New Delhi.

➤ MSME Certificate, if applicable as per Guidelines.

8. EVALUATION METHOD

Evaluation Criteria Proposals will be evaluated based on the following criteria:

- 1) Technical Proposal
 - (i) Understanding of the scope of work: Provide a detailed explanation of your understanding of the project objectives, deliverables, and overall scope of work. Highlight key challenges and your approach to addressing them.
 - (ii) Innovativeness and quality of the proposed strategy: Describe your proposed methodology and strategy to achieve the project objectives. Include:
 - a) Innovative approaches tailored to the project.
 - b) Detailed timelines, milestones, and deliverables.
 - c) Tools or frameworks to be utilized.

(iii) Experience

(i) Relevant experience and expertise in similar projects.

9. Amendment to the information document

EPIL may, for any reason, whether at their own initiative or in response to a clarification requested by an interested applicant, modify this document through amendment. In such case, the following rules will apply:

- 1. Any amendment shall be issued in writing through addendum.
- 2. Addendum shall be uploaded on CPP-Portal. Any Applicant who wishes to receive the addendum via email can send a request through email for the same.
- 3. Any such modification will overrule the original version and previously modified version.
- 4. EPIL at its discretion, may extend the deadline for submission of RFP, after considering the materiality of the amendment.



10. Confidentiality

The empaneled consultant service agency and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of EPIL or its clients without the prior written consent of EPIL.

11. Dispute Resolution

a) Amicable Resolution

Save where expressly stated to the contrary in this document, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this document, including those arising with regard to acts, decision or opinion of the EPI (the "Dispute") and so notified in writing by either Party, shall in the first instance be attempted to be resolved amicably by the representatives of the Parties in accordance with the procedure set forth as below.

b) Mutual Settlement of Disputes: -

In the event of any Dispute between the Parties, either Party may call upon the Regional In-charge/ concerned officer, as the case may be, to mediate and assist the Parties in arriving at an amicable settlement thereof.

Upon such reference, the representatives of the Parties shall within 15 (fifteen) days of service of a written notice from one Party to the other Party(ies), hold a meeting with an effort to resolve the Dispute in good faith and the dispute may be mutually settled between the parties.

If the Dispute is not amicably settled within 15 (fifteen) days of reference of said dispute, either

Party may refer the dispute to mediation in accordance with the provisions of the below:

c) Mediation

In case of any dispute /differences, such dispute shall be referred for mediation by either parties to CMD of EPI for resolution of dispute and CMD may nominate any person/committee for mediation of the dispute. If such dispute is not resolved within a period of 30 days from the date of reference to CMD of EPI, then in such a case



matter /dispute shall be referred to the Court for resolution.

d) Dispute between Govt. bodies

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Contracts(S) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CEPSEs and Government Department Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

e) Jurisdiction

The courts in New Delhi alone will have jurisdiction to deal with matters/disputes arising there from, to the exclusion of all other courts.

12. Force Majeure Clause

Any delay or failure of the performance of either party hereto shall not constitute default hereunder to give rise to any claims for damages, if any to the Extent such delay or failure of performance is caused by occurrences such as Acts of God or the public enemy, expropriation, compliance with any order or request of Government authorities/ Courts, acts of war, rebellions, sabotage fire, floods, illegal strikes, or riots (other than Contractor's employees). Only extension of time shall be considered for Force Majeure conditions as accepted by EPI. No adjustment in Contract price shall be allowed for reasons of force majeure.

13. TERMS & CONDITIONS

- (i) Contract Duration & Extension: The contract will initially shall be valid for 24 months. It may be extended, or renewed for an additional 6 months based on the Consultant's satisfactory performance, at the discretion of the Competent Authority of the Commission. Any decision regarding an increase in the fee, remuneration, or extension will be made by a committee formed by the Chairman or, if necessary, solely by the Chairman of EPIL.
- (ii) The agency shall submit their rates through CPP portal only. The rate shall be for complete item of work including all taxes, transports and all tools etc.



- (iii) Payment Terms: The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc. The payment will be done on monthly basis after evaluation of monthly target.
- (iv) Penalty Clause: Non-compliance with service-level agreements will result in penalties as per government procurement norms.
- (v) Dispute Resolution: In case of any dispute, the decision of the Hon'ble Chairman & Managing Director, EPIL shall be final and binding upon the firm. Any legal proceedings in respect of any matter of claim or dispute arising out of this advertisement and/or an application in response thereto can be instituted only in New Delhi and courts/tribunals/forums at New Delhi only shall have sole and exclusive jurisdiction to try any cause/dispute.
- (vi) Liquidated Damages: It would be the first and foremost responsibility of the Consultant Agency to ensure that the services are being provided satisfactory and the agreement is executed as per agreed terms and conditions.
- (vii)In case of quality of service provided by the Consultant Agency found inadequate, the Competent Authority of the Commission may terminate the agreement after giving 3 Days' notice.

14. OTHER TERMS & CONDITIONS

- (i) The Consultant shall not, either during the term or after the expiration or termination of this Agreement disclose any proprietary information, including information relating to any reports, campaigns, any reports digests or summaries created or derived from any of the foregoing that is provided by the Commission to the Consultant Agency or any information relating to the Commission's employees, Officers or other professionals; and any other information which the Consultant Agency is under an obligation to keep confidential in relation to the Services of this contract ("Confidential Information"), without the prior written consent of the Commission.
- (ii) The Agreement shall be binding upon each of the parties here to and their respective successors and assignees, but it shall not assign in whole or part by either party without the prior consent of both the parties.
- (iii) This agreement constitutes a complete and exclusive statement of the terms



of agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by the persons especially empowered in this behalf by the respective parties.

- (iv) If for any reason whatever, any provision of this agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this agreement or otherwise.
- (v) Termination Clause: if a situation wherein Principal Employer/ User Department considers that the services of hired consultant is not required any further, Principal Employer/User Department shall give a prior written notice of two working days and the contract can be terminated. The user Department agrees to pay the proportionate remuneration amount till the date of termination of this contract.

15. EARNEST MONEY DEPOSIT (EMD)

- The applicant for the empanelment shall furnish a sum of INR 25,000/- (INR Twenty-five thousand only) as earnest money deposit (EMD) in favor of Engineering Projects (India) Ltd. MSME Bidders are exempted from submitting EMD.
- However, Successful bidders including MSME bidders have to submit Bid Security/performance security of INR 25,000/- (INR Twenty-five thousand only) in favor of Engineering Projects India Ltd.
- 3. The Bid Security/EMD of the successful bidder shall be retained by EPIL till completion of engagement/empanelment period and in r/o of unsuccessful



- bidders, the same shall be returned to them after completion of RFP evaluation process.
- 4. Successful bidders shall have to submit EMD/Bid Security/performance security as per RFP terms & conditions of the client for forthcoming projects, if any, assigned/awarded to them in future.
- 5. Every successful bidder shall have to submit an undertaking on their letter head mentioning therein that after empanelment or entering into the RFP, they will not back out from this contract/empanelment before end date of RFP or they will not modify any term & condition of this RFP. If they fail to adhere/comply the terms & conditions of RFP, EPIL without giving any justification/explanation, may forfeit their Bid Security/EMD amount as deposited by them.
- 6. The Earnest Money receipt shall be incorporated in the original copy of the RFP document.
- 7. The EMD of INR 25,000/- (Rupees Twenty-five thousand only) can be paid in the form of Online transfer / Demand Draft / Banker's Cheque / Bank Guarantee / Insurance Security Bond onlyand the same shall be drawn in favour of "Engineering Projects (India) Limited, New Delhi" payable at New Delhi. Which should be valid for 180 days from the Bid closing date. Copy of SFMS by bidder's bank shall also be submitted at the time issue of EMD/ Bid Security / Bank Guarantee/ Demand Draft/ Banker's Cheque as well as time renewal if any. The Bid Security/ EMD shall be retained by EPI till engagement period as an associate for successful bidder and the same shall be returned to unsuccessful bidders after completion of EOI evaluation process.
- 8. The Bank details are as follows: -

Name	Engineering Projects (India)Limited	
Bank Name	k Name IndusInd Bank Limited	
Bank Address	Greater Kailash-II Branch, M-56, Greater Kailash-II, (Main Market), New Delhi- 110048	



Account Number	200001601125
IFSC Code	INDB0000012

- 9. The earnest money of unsuccessful applicant will save as herein before provided, be returned within reasonable time to the applicant however EPIL shall not be responsible for any loss or depreciation that may happen to the bid security for the due performance of the above stipulation to keep offer open for the period specified in the RFP documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
- 10. The RFP not accompanied by Earnest Money will be summarily rejected.
- 11. The EMD security may be forfeited:
 - a) If a Bidder withdraws its bids during the period of bid validity.
 - b) If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract in case of successful Bidder, if the Bidder fails to Sign the contract.



ANNEXURE – 1

Application form cum undertaking:

1.	Name of the Vendor/Firm/Company	
2.	Address a) Registered office b) Branch / Delhi office	
3.	Website	
4.	a) Nameb) Email IDc) Telephone Nos.(Mobile of contact person)	
5.	Constitution of the Firm/Company	
6.	Year of Establishment	
7.	Details of registration / license no a) PAN b) GST	
8.	Name of the Partners / Directors	
9.	No Criminal case either on Company or its director	
10.	Annual turnover of last three years Year	
	Year	Year Sales/Turnover (Rs. in Lakhs)
	2021-22	
	2022-23	
	2023-24	
11.	Non-Blacklisting / Debarment Clause	Undertaking on Rs 100/- Non-judicial stamp paper duly notarized.



Date of Issue: 20.03.2025

ANNEXURE - 2

Format

Undertaking for Blacklisting / Non-Debarment

(ToBe Furnished On Rs 100/- Non-Judicial Stamp Paper Duly Notarized)

To,
CONTRACTS DIVISION
Engineering Projects (India) Limited,
6A, Bakhtawar, Nariman Point,
Mumbai - 400021

REF No: WRO/RFP/BDD/001/341

SUB: Request for Proposal (RFP) For Empanelment of Consultancy Services for Marketing & Technical Support activities of the Engineering Projects (India) Limited across India.



ANNEXURE – 3

DETAILS OF SPECIALISTS/TECHNICAL MANPOWER IN THE FIRM / COMPANY

S.No.	NAME	DESIGNATION	SPECIALIZATION
1.			
2.			
3.			
4.			

Note:

- Application without details as mentioned in tender documents or with insufficient details shall be liable for rejection as the sole discretion of EPIL. Decision of EPIL in this regard will be final and conclusive and will be binding on all the participants.
- 2. All pages of the application annexures, tender documents and schedules shall be signed by the authorized person of the firm and shall be duly stamped.

16. UNDERTAKING

I/We hereby declare that the information provided above and elsewhere in this tender is true and the tender is liable for rejection if the same is found to be false or the information is found to be suppressed by me/ us. We further certify that we have gone through the tender document and we have fully understood the conditions herein. We hereby assure that we will comply with all the terms and conditions.

Signature of the vendor with seal

Date

Place

Name & address of the Company /Firm



ANNEXURE - 4

FORM OF TENDER (TO BE ENCLOSED IN LETTER HEAD)

To,
CONTRACTS DIVISION
Engineering Projects (India) Limited,
6A, Bakhtawar, Nariman Point,
Mumbai - 400021

SUB: Request for Proposal (RFP) For Empanelment of Consultancy Services for Marketing & Technical Support activities of the Engineering Projects (India) Limited across India.

REF No: WRO/RFP/BDD/001/341 Date of Issue: 20.03.2025

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



- 4. Should this Tender be accepted, we agree to abide by and fulfill all terms and conditions referred to above and as conditioned in Tender Documents elsewhere and in default thereof, allow EPI to forfeit and pay EPI, or its successors or its authorized nominees such sums of money as are stipulated in the Tender Documents.
- 5. We hereby pay the earnest money amount as mentioned in the "Memorandum" to this "Form of Tender" in favor of Engineering Projects (India) Limited payable at place as mentioned in the "NIT/ITT".
- 6. If we fail to commence the work within 10 days of the date of issue of Letter of intent and / or We fail to sign the agreement as per Clause 84 of General Conditions of Contract and/or We fail to submit Performance Guarantee as per Clause 9.0 & 9.1 of General Conditions of Contract, We agree that EPI shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.
- 7. We are also enclosing herewith the Letter of Undertaking on the prescribed proforma as referred to in condition of NIT.

Date the	day of
SIGNATURE OF TENDERER	
- NAME (CAPITAL LETTERS): OCCUPATION ADDRESS	
ADDRESS -	

SEAL OF TENDERER



ANNEXURE - 5

LETTER OF UNDERTAKING (TO BE ENCLOSED IN LETTER HEAD)

To, CONTRACTS DIVISION

Engineering Projects (India) Limited, 6A, Bakhtawar, Nariman Point, Mumbai - 400021

SUB: Request for Proposal (RFP) For Empanelment of Consultancy Services for Marketing & Technical Support activities of the Engineering Projects (India) Limited across India.

REF No: WRO/RFP/BDD/001/341 Date of Issue: 20.03.2025

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

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

(Signature of the Tenderer)

Seal of Tenderer

Dated:



ANNEXURE - 6

MEMORANDUM

Name: Request for Proposal (RFP) For Empanelment of Consultancy Services for Marketing & Technical Support activities of the Engineering Projects (India) Limited across India.

REF No: WRO/RFP/BDD/001/341 Date of Issue: 20.03.2025

S. NO.	Description	Cl. No.	Values/Description to be applicable for relevant clause(s)
i.	Name of work	NIT	Request for Proposal (RFP) For Empanelment
			of Consultancy Services for Marketing &
			Technical Support activities of the Engineering
			Projects (India) Limited across India.
ii.	Client	NIT	Engineering Projects (India) Limited
iii.	Type of Tender	NIT	Not Applicable
iv.	Earnest Money Deposit	NIT	Rs.25000/- (Rupees Twenty-Five Thousand Only)
٧.	Estimated Cost	NIT	Not Applicable
vi.	Time for completion of work	NIT	24 months.
vii.	Mobilization Advance	7.0 of ACC	Not Applicable
viii.	Interest Rate on Mobilization Advance	and 8.00 of GCC	Not Applicable
ix.	Number of Installments for recovery of Mobilization Advance		Not Applicable
Х.	Schedule of Rates applicable	69.0 of GCC	Not Applicable
xi.	Validity of Offer	4.0 of GCC	The validity of offer(s) submitted by Tenderer shall be ninety (90) days from the last date of submission of the Tender. The earnest money will be forfeited without any prejudice to any



			right or remedy, in case the Contractor withdraws his Offer(s) during the validity period or in case he changes his offer to his benefits, which are not acceptable to EPI. The validity period may be extended on mutual consent.
xii.	Security Deposit cum Performance Guarantee	9.0 of GCC	Rs.25000/- (Rupees Twenty-Five Thousand Only)
xiii.	Additional security for abnormally Low Bid		Not Applicable
xiv.	Retention Money	10.0 of GCC	Not Applicable
XV.	Time allowed for starting the work	43.0 of GCC	Not Applicable
xvi.	Defect Liability Period	74.0 of GCC	Not Applicable
xvii.	Arbitration	76.0 of GCC &A (21.0) of ACC	As per RFP
xviii.	Jurisdiction	76.3 of GCC &A (21.0) of ACC	As per RFP

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



	ANNEXURE-7						
	AFFIDAVIT						
	(To be typed on Rs. 100/- non-judicial stamp paper)						
I/Weagedyears son ofdo hereby solemnly affirm and decleare as follows for and on behalf of the Firm : LIST OF EXISTING COMMITMENT AND ONGOING WORKS							
Sr. No.	Name of Works	Client Name & Address	Work Order Value (in Rs)	_	Balance Amount of work to be completed (Rs)	Balance period to complete the works (Total months)	Work to be completed in 18 months (Rs)
				_	(4-5)		_
1	2	3	4	5	6	7	8
		Balance (monthd a		ments durin	ng 18	Rs	
It is certify that the above particulars furnished are true and correct. If any information given is found to be concealed at a later date, the Contract will be terminated forthwith without prejudice to the rights thereon consequent on termination and the bidder will be blacklisted. I/We agree for debarring tendering for one year if any facts are suppressed.							
SIGN AND STAMP OF BIDDER Signature of Notary Public							



Annexure - 8

AFFIDAVIT

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

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

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

DEPONENT



ATTESTED BY (NOTARY PUBLIC)

Annexure – 9

<u>UNDERTAKING</u> (To be submitted by Bidder on its company Letter Head)

REF No: WR	O/RFP/BDD/001	/341	Date of Issu	ıe: 20.03.	2025			
•	et for Proposal (R Technical Suppo	,	•		•			
This is to o	confirm that the	e following	persons a	re the p	resent	Directo	rs of	the
1. 2.								
	confirmed that n which is quoting					ed with	any c	other
The	details		consti		mitted	of along	with	M/s this
annexure.								
	ny later stage the tract Agreement							
						ed Sign roprieto	•	
Date:								
				Name &	Seal of	the Cor	npany	,



Annexure - 10

INTEGRITY PACT

(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attested by Notary Public) applicable for Tender value Rs. 10 Crore and above.

Between

Engineering Projects (India) Limited (EPI) herein after referred to as "The Principal", and herein after referred to as "The Bidder/Contractor"

Preamble

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

Section 1 - Commitments of the Principal

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

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

1) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in



the tender process and during the contract execution.

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

Section 3- Disqualification from tender process and execution from further contracts

(1) If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /



Contractor(s) from the tender process or to terminate the contract, if already signed for such reason.

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

Section4 - Compensation for Damages

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

Section 5 – Previous Transgression

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

Section 6 - Equal treatment of all Bidders / Contractors /subcontractors

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

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



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

Section 8 - Independent External Monitor / Monitors

- The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, EPI.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is application to Subcontractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, EPI and rescues himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/ Contractor to present its case before making its recommendations to the Principal.
- (7) The Monitor will submit a written report to the Chairman EPI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (8) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the EPI Board.
- (9) If the Monitor has reported to the Chairman EPI, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Chairman EPI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.



- (10) The word "Monitor" would include both singular and plural.
- Independent External Monitor shall be required to maintain confidentially of the information acquired and gathered during their tenure/ role as independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.

Section 9– Pact Duration

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

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

Section10 -Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.

(For & On behalf of the Principal) (For & On behalf of Bidder/ Contractor)
(Office Seal)	(Office Seal)
Place	
Date	
Witness 1:	
(Name &Address)	
Witness 2:	
(Name &Address)	



Annexure - 11

TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

Date:

To, CONTRACTS DIVISION

Engineering Projects (India) Limited, 6A, Bakhtawar, Nariman Point, Mumbai - 400021

Sub: Acceptance of Terms & Conditions of Tender.

REF No: WRO/RFP/BDD/001/341 Date of Issue: 20.03.2025

Name of Tender / Work: - Request for Proposal (RFP) For Empanelment of Consultancy Services for Marketing & Technical Support activities of the Engineering Projects (India) Limited across India.

Dear Sir,

- 2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to ____ (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
- 4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 6. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)