



ENGINEERING PROJECTS (INDIA) LTD.

(A. Govt. of India Enterprise)

Strategic Business Unit – 1, Corporate Office

EPI/CO/ITD/TENDER-BSF-OFC/175/001

Date: 21.06.2025

Sub: Expression of Interest for “Pre-tender tie-up with Empanelled and Other Agencies for Implementation of a Turnkey Project for providing Voice and Data Network over OFC with futuristic plan for Integration of Surveillance Equipment on 08 Nos. IB deployed Units under BSF Frontier HQ Jammu.”

Ref.: EPI/CO/ITD/TENDER-BSF-OFC/175/001 Date: 19.06.2025 (Corregendum No.1)

AMENDMENT No. 1

Please refer to corrigendum No.1 (EPI/CO/ITD/TENDER-BSF-OFC/175/001 Date: 19.06.2025).

Bidders has to refer the following changes are applicable in NIT tender conditions:-

S. No	Clause & Page No.	Existing Clause Read as	Revised Clause will be Referred as
1	Page 19 -27 of 28	PRE-TENDER TIE-UP MOU	Revised PRE-TENDER TIE-UP MOU is enclosed.

All other terms and conditions of the tender remain unchanged.

**ENGINEERING PROJECTS (INDIA) LIMITED
SBU -1 Division - Corporate Office, New Delhi**



PRE-TENDER TIE-UP 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 **Provisioning Directorate (Procurement Cell), Directorate of Border Security Force, Ministry of Home Affairs, Govt. of India** (Here in after referred to as "Client") vide their **tender no. P-4/TurnkeyProject/PC(C-EQPT.)/1123/BSF/2025 Dated: 09-05-2025** on CPP portal (<https://eprocure.gov.in/eprocure/app>) Tender ID: **2025_BSF_859612_1**, has invited tenders for “**Implementation of a Turnkey Project for providing Voice and Data Network over OFC with futuristic plan for Integration of Surveillance Equipment on 08 Nos. IB deployed Units under BSF Frontier HQ Jammu**” (hereinafter referred to as 'Project').

WHEREAS EPI wishes select a Associate as Pre Tender Tie Up Partner to participate in the above-mentioned projects.

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 “**Implementation of a Turnkey Project for providing Voice and Data Network over OFC with futuristic plan for Integration of Surveillance Equipment on 08 Nos. IB deployed Units under BSF Frontier HQ Jammu (Turnkey) Basis**” (herein after referred to as “Works” as spelt out in Clause No. 2.0 and Clause 5.0 of this MOU) of the above Project as Associate as Pre Tender Tie Up Partner of EPI.

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

AND WHEREAS EPI now agrees to associate _____ as its Pre Tender Tie Up Partner 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 in as Associate as Pre Tender Tie Up Partner with _____ shall be responsible for execution of “Works” as spelt out in Clause No. 2.0 and Clause 5.0 of this MOU.
- 1.1 _____ has submitted its proposal 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 as Pre Tender Tie Up Partner etc. entered into with any other company/organization/ proprietor/individual constituted for that particular NIT and shall submit its proposal 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.
- 1.2 The amount/ rates by the Pre Tender Tie Up Partner for the “Works” at pre-tender stage decided by the Pre Tender Tie Up Partner _____.



2.0 Scope of Work:

The Scope of Work of the Associate shall be as per tender for **“Implementation of a Turnkey Project for providing Voice and Data Network over OFC with futuristic plan for Integration of Surveillance Equipment on 08 Nos. IB deployed Units under BSF Frontier HQ Jammu (Turnkey) Basis”** (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 180 (One Hundred Eighty) Calendar Days.

The date of commencement shall be reckoned as per Pre Tender Tie Up Partner contract with Client.

- (i) Commencement and completion date: The respective dates, valid for as Pre Tender Tie Up Partner (as mentioned in the BSF Tender Document) will also be binding on the agency.
- (ii) Variation: Pre Tender Tie Up with Partner shall adhere as per BSF Tender Document.
- (iii) Maintenance: Pre Tender Tie Up with Partner shall adhere as per BSF Tender Document.
- (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 As Pre Tender Tie Up Partner, _____ has agreed that the tendered scope would be 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 Partners, 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 Pre Tender Tie Up with Partner and total project performance bank guarantee and any other bank guarantee and obtain insurances as per client’s tender conditions wherever required for package for which BID is applied by _____. Selected applicant for pre-tender tie up Partner has to submit Bid Security of INR 70,00,000/- (Seventy lakh only) (through Bank Guarantee / RTGS / NEFT) to EPIL for further submission (as bid security). 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 As Pre Tender Tie Up Partner, _____ 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 / MOU.

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" shall be borne by the Pre Tender Tie Up Partner _____, The payment of GST applicable on the total Contract value of Pre Tender Tie Up Partner with Client shall be the responsibility of Pre Tender Tie Up Partner _____.

11.0 On award of work by Client, EPI may award the scope of work of its part in Pre Tender Tie Up Partner to _____ fully as per mutually agreed fixed fee that shall be mutually discussed at the Financial Bid Stage for value of work based on terms and conditions of client's tender or as mutually agreed between the parties. EPI shall be Lead Partner and Proportionate share of work shall _____% of EPI and _____% of Second Partner.

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 second partner.

13.0 The proposal offered by _____ to EPI shall deem to include 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 Pre Tender Tie Up Partner 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. _____ 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 proposal of _____ shall be one month more than the validity period of Pre Tender Tie Up Partner submission to Client. The validity period of their offer shall be extended by _____ as and when desired by Client.

17.0 Each party shall bear its own expenses for preparation and submission of bid. In case of non-award of the project to Pre Tender Tie Up Partner 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 Pre Tender Tie Up Partner 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 behalf of Pre Tender Tie Up Partner on _____ and _____ has to execute the same.

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 Pre Tender Tie Up Partner bills by Client shall be recovered from Pre Tender Tie Up Partner 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 Pre Tender Tie Up Partner to EPI.

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 Pre Tender Tie Up Partner. _____ 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 Pre Tender Tie Up Partner 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 and vice-versa.
- 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 _____ 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 Terms and conditions:-

- (i) The BID is issued with no commitment. This association as Associate will be decided on receipt of applications and evaluation of the documents. EPIL reserves rights to withdraw this BID 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.
- (ii) The applicants after submitting the response to this BID, agrees with EPIL for honoring all aspects of fair -trade practices.
- (iii) Applicant selected shall be notified automatically through their registered emails and or through phone.
- (iv) EPIL will enter into Pre-Tender Tie-Up MOU with selected Associate on the basis of mutually agreed terms and conditions.
- (v) Unless otherwise specified anywhere in the document, all technical specifications for work execution shall be as per client's tender condition, latest client specifications and Good Industry Practice.
- (vi) Particular conditions of Contract: The interested contractors may refer RFP document and EPC Tender Document for compliance of Conditions of contract in case considered for association with EPIL as associate for above said tender.
- (vii) All other terms and conditions are as per terms and conditions of NIT tender documents of client for MOU for bidding process.
- (viii) The eligibility criteria and qualification requirement for BID is same as given in



this Pre-Tender-Tie Up tender documents like technical, financial capacity, ,bid capacity and other conditions with consideration of bidding (Associate).

- (ix) All relevant forms in client tender documents shall be submitted by successful bidder at the time of MOU with EPI. Undertaking in this regard shall be submitted with this BID.
- (x) In case any interested contractor wishes to furnish additional information, which they may consider relevant for assessment of their eligibility and for submission of offer.
- (xi) Application submitted by joint venture is not permitted for BID.
- (xii) BID proposal must be submitted together with a covering letter and in English Language only. Bidder has to quote their offer of respective packages online in Envelope-II per BOQ format of BID.
- (xiii) BID document shall be digitally signed by authorized signatory of the Bidder/Applicant and submitted "Online" only. The authorized signatory of Applicant /Bidder must be in possession of Power of Attorney before submitting the digitally signed BID. Scanned copies of various documents can be prepared in different file format (PDF, JPEG)
- (xiv) EPI shall consider to award the work under its scope of the work awarded by Client to the Associate after retaining a fixed margin of EPIL which will be fixed at the time of signing of MOU.
- (xv) Bidder has to visit the site and submit the under taking with his/her bid submission mentioning that " We/I had visited site and with consideration of all site conditions and it's feasibility, submitting this bid. All the risk and cost is considered for site feasibility and workability while submitting this bid."

28.0 **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.

- 29.0 _____ 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.

30.0 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.

31.0 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.

32.0 EPI has agreed to enter into Pre Tender Tie Up Partner with _____ 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.

33.0 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.

34.0 All other terms and conditions shall be as per the Tender documents of Client and the same shall be applicable between the Pre Tender Tie Up Partner members 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 _____.

35.0 Validity of MOU:

- a) If the Pre Tender Tie Up Partner is successful to win the contract from Client, this MOU will lead to further Pre Tender Tie Up Partner Agreement / Work Order/ Contract Agreement with _____ on mutual terms. The MOU may be applicable for other similar kind of projects opportunities during the period of validity of MOU and based on performance and consent from both parties.
- b) The MOU shall expire or become null & void upon happening of the earliest occurrence of any of the following events:
 - i) JV/ Consortium does not become eligible to bid for the project or
 - ii) Having become eligible to bid Pre Tender Tie Up Partner 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, Pre Tender Tie Up Partner 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.
 - vi) The validity of MOU may be extended from competent authority of EPI which will be based on performance and consent from both parties.

36.0 This 'Pre-Tender Tie-up MOU' for selection of Pre Tender Tie Up Partner 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 _____ 2025 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.