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<tr>
<th>S. No.</th>
<th>Description</th>
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<tbody>
<tr>
<td>1.0</td>
<td>VOLUME-I</td>
</tr>
<tr>
<td>1.1</td>
<td>NOTICE INVITING TENDER (NIT)</td>
</tr>
<tr>
<td>1.2</td>
<td>SPECIAL CONDITIONS OF CONTRACT</td>
</tr>
<tr>
<td>1.3</td>
<td>PAYMENT TERMS</td>
</tr>
<tr>
<td>1.4</td>
<td>PROFORMA FOR BANK GURANTEE IN LIEU OF EARNEST MONEY DEPOSIT</td>
</tr>
<tr>
<td>2.0</td>
<td>VOLUME-II</td>
</tr>
<tr>
<td>2.1</td>
<td>PROJECT SYNOPSIS</td>
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<td>2.2</td>
<td>GENERAL SCOPE OF WORK</td>
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<td>2.3</td>
<td>BRIEF SCOPE OF WORK OF MECHANICAL</td>
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<td>2.4</td>
<td>BRIEF SCOPE OF WORK OF ELECTRICAL</td>
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<td>2.5</td>
<td>BRIEF SCOPE OF WORK OF CONTROL &amp; INSTRUMENTATION</td>
</tr>
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<td>2.6</td>
<td>BRIEF SCOPE OF WORK OF CIVIL</td>
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<tr>
<td>2.7</td>
<td>TECHNICAL SPECIFICATIONS OF NTPC</td>
</tr>
<tr>
<td>3.0</td>
<td>VOLUME-III</td>
</tr>
<tr>
<td>3.1</td>
<td>FINANCIAL BID</td>
</tr>
</tbody>
</table>
ENGINEERING PROJECTS (INDIA) LTD.
C&E DIVISION-CO NEW DELHI
(A Govt. of India Enterprise)

NIT NO.: DLI/C&E/FGD-RAM/001 Date: 08.05.2020

NOTICE INVITING E-TENDER

Tender for “Design Consultancy work of Flue Gas Desulphurisation system package (FGD) of Ramagundam Super Thermal Power Station, Stage III (1X500 MW)”.

EPI intends to appoint Associate Consultant to avail Design Engineering Consultancy services from eligible Design engineering consultants and therefore open e-tender is being invited.

Offers are invited from Design Engineering Consultancy firms for appointment as Associate consultant for Design Engineering consultancy services for the project of Flue Gas Desulphurisation system package (FGD) of Ramagundam Super Thermal Power Station, Stage III (1X500 MW)”

1. The name of the work and associated services are given below:

<table>
<thead>
<tr>
<th>Name of work</th>
<th>Approximate cost of Project for which Consultancy Services is Required</th>
<th>Estimated Cost of Design Engineering Consultancy</th>
<th>Completio n Period</th>
<th>Earnest Money Deposit</th>
<th>Tender Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Consultancy work of Flue Gas Desulphurisation system package (FGD) of Ramagundam Super Thermal Power Station, Stage III (1X500 MW)</td>
<td>Rs. 180 Crore (Excluding GST)</td>
<td>Rs. 108 Lakh</td>
<td>15 Months from the date of LOI</td>
<td>Rs.2,16,000/- (Rupees Two Lakh Sixteen Thousand only) By DD / Bank Guarantee from Scheduled Bank in favour of “Engineering Projects (India) Ltd.” payable at “New Delhi”.</td>
<td>Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred Only) Including GST @ 18%</td>
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</tbody>
</table>

2. Time schedule of Tender activities:
   (i) Last Date & Time of submission of Tenders (online and physical documents): 22.05.2020 upto 1200 Hrs.
   (ii) Date & Time of online opening of tenders (Techno-Commercial Bid): 22.05.2020 at 1400 Hrs.

3. Quality cum Cost Based Selection (QCBS) Criteria

   As the Flue Gas Desulphurisation (FGD) systems are emerging field and very few FGD plants have been commissioned in India, Consultancy organizations are in process of developing expertise in this emerging field.
In order to assess and evaluate the capabilities and potential of associate consultant for the detailed design & engineering of FGD system under this tender, a QCBS (Quality cum Cost based Selection) criteria based on their expertise in design & engineering of Coal/Gas based super thermal power projects (500 MW & above) and other technical and financial parameters has been given herein under:

The qualifying and evaluation/scoring criteria to be used for evaluation shall be as follows:

**a) Part 1 - Technical Pre-qualification Criteria (Total Max Marks = 55)**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Minimum Requirements</th>
<th>Documents to be submitted</th>
<th>Max Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>The consultancy firm / company must be registered and incorporated in India under relevant clause of Indian Companies Act and operating since last 05 financial years ending on 31.03.2020.</td>
<td>Copy of Certificate of Incorporation/ registration certificate of the company</td>
<td>5 Marks</td>
</tr>
<tr>
<td>(ii)</td>
<td>The bidder must have successfully completed Design &amp; Engineering Consultancy services for Coal or Gas base power plant projects of at least one 500MW or above thermal power unit during last 05 years upto 31.03.2020. The project shall include design &amp; engineering, preparation of tenders, Bid evaluation, post award engineering review and approval of vendors etc., project monitoring, supervision of commissioning etc.</td>
<td>Copy of completion certificate issued by Client.</td>
<td>Max. Marks = 25 (15 Marks for 1 project and Additional 5 marks for each project)</td>
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<tr>
<td>(iii)</td>
<td>The bidder should have its office in Delhi/NCR region.</td>
<td>Office address and declaration on the letter head signed by CMD/MD/Director of the company.</td>
<td>Max. Marks = 5 Office in Delhi/NCR – 5 Marks Declaration regarding bidder will open office in Delhi/NCR within 30 days of LOI – 2.5 Marks</td>
</tr>
<tr>
<td>(iv)</td>
<td>The bidder should be registered engineering consultancy provider for central government/ PSU / state government.</td>
<td>Copy of registration certificates to be submitted</td>
<td>Max. Marks = 10 (5Marks for 1 registration and Additional 2.5 marks for each registration)</td>
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</table>
(v) Minimum Manpower Requirement – Full time employee on payroll of bidder working in India should be 100

<table>
<thead>
<tr>
<th>Documents to be submitted</th>
<th>Max Score</th>
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<tbody>
<tr>
<td>Certificate on the letter head counter signed by CMD/ MD/ Director/ Head of HR of the bidding organization.</td>
<td>≥ 100 – 150 nos. = 5 Marks</td>
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<td>&gt;150 – 200 Nos. = 7.5 Marks</td>
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<td></td>
<td>&gt;200 nos. = 10 Marks</td>
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</table>

(vi) No. of litigation / arbitration / dispute cases during the last ten years only with client (from 2010-11 to 2019-20) in connection with any contract executed by the bidder.

<table>
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<tr>
<th>Details to be provided by the bidder.</th>
<th>Marks in Negative:</th>
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<tbody>
<tr>
<td></td>
<td>&gt;10 Cases = 5 marks</td>
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<tr>
<td></td>
<td>&gt;5 &lt;= 10 Cases = 3 marks</td>
</tr>
<tr>
<td></td>
<td>&gt;=1 &lt;= 5 Cases = 1 Mark</td>
</tr>
</tbody>
</table>

(vii) The bidder firm must have no criminal/ economic fraud case is pending or contemplated against the organization in any country.

<table>
<thead>
<tr>
<th>Undertaking on firm’s letter head to be submitted by the bidder.</th>
<th>Mandatory</th>
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</table>

(viii) The bidder firm must not have been blacklisted / debarred Indian Government / Semi-Govt./ Public Sector Undertaking / any Government Organization anywhere in the world.

<table>
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<tr>
<th>Undertaking on firm’s letter head to be submitted by the bidder.</th>
<th>Mandatory</th>
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</table>

Note: Minimum 35 marks to be secured by bidder in above technical criteria.

b) Part 2 – Financial Criteria (Max Marks = 20)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Minimum Requirements</th>
<th>Documents to be submitted</th>
<th>Max Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>The applicant should have an average annual turnover of Rs.54 lakh in the last three financial years ending on 31.03.2020 of Design &amp; Engineering Consultancy services.</td>
<td>Audited Financial Statements for last three financial years ending 31.03.2020 duly certified by a Charted Accountant.</td>
<td>&gt; 54 – 100 lakh = 08 Marks</td>
</tr>
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<td>&gt; 1cr - 5 cr = 12 Marks</td>
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<td></td>
<td></td>
<td></td>
<td>&gt; More than 5 cr = 15 Marks</td>
</tr>
<tr>
<td>(ii)</td>
<td>The bidder should have not incurred any loss (Profit after tax should be positive) in more than two financial years during the last five financial years ending on 31.03.2020.</td>
<td>Audited Financial Statements for last three financial years ending 31.03.2020 duly certified by a Charted Accountant.</td>
<td>2.5 Marks</td>
</tr>
<tr>
<td>(iii)</td>
<td>The bidder should have positive net worth during last financial year ending on 31.03.2020.</td>
<td></td>
<td>2.5 Marks</td>
</tr>
</tbody>
</table>
The copies of PAN and GSTN in case of Indian Bidder.
Signed and stamped copies of all documents

Submission of EMD and tender fees as per NIT.
Submit BG/DD

<table>
<thead>
<tr>
<th>(iv)</th>
<th>(v)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The copies of PAN and GSTN in case of Indian Bidder.</td>
<td>Submission of EMD and tender fees as per NIT.</td>
</tr>
<tr>
<td>Signed and stamped copies of all documents</td>
<td>Submit BG/DD</td>
</tr>
</tbody>
</table>

Mandatory

Note: Minimum 15 marks to be secured by bidder in above financial criteria.

c) **Part 3 – Presentation by the selected bidder (Max Marks = 25)**

The bidders scoring minimum 50 marks in above Part 1 and 2 shall be invited to make presentation to EPI senior officials to demonstrate their technical and financial capabilities. The maximum score for making the presentation is 25 marks. The score will be provided based on bidders potential to execute design and engineering for FGD systems based on depth of their experience, expertise of technical manpower to adopt new and emerging technologies etc.

Short listing of technically qualified bidder will be based on the minimum 65 marks in aggregate obtained in Part 1, Part 2 & Part 3. However, EPI reserves the right to select any one bidder or multiple bidders for association depending upon their credentials/competencies/project requirements/prevailing market condition, etc. at its sole discretion without assigning any reason.

**Opening and Evaluation of Financial Bid**

The Financial bids of 'Technically Qualified’ bidders shall be opened. The proposal with lowest % Consultancy charge will be given a financial score of 100 and other financial proposals will be given financial scores which is ratio of lowest offer to their offered % Consultancy charge multiplied by 100.

On the basis of the combined score for Technical Score and Financial Score with weightage of 70:30, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score will be ranked as H1 followed by the proposals securing lesser scores as H2, H3 etc. Bidder with H1 score shall be recommended for award of contract. The bidder quoting lowest %age Consultancy Charge in Financial Bid may or may not be score H1.

There will be no negotiation with selected bidder except under circumstances as per existing CVC circulars.

**Example:**

(i) Let’s say there are 3 pre-qualified bidders: A, B & C

(ii) Technical Score of bidders after evaluation of technical criteria:
    A = 70, B= 80 & C= 90

(iii) Say the % Consultancy charge in the financial proposals of bidders are as under:
    A= 7%, B= 5% & C= 6%

(iv) The financial score is given as per the formula: (Lowest % Consultancycharge against the % Consultancycharge of the bidder) X 100
    Financial Score of A= (5/7) X 100 = 71.4
    Financial Score of B= (5/5) X 100 = 100
    Financial Score of C= (5/6) X 100 = 83.3
(v) Final Combined Technical and Financial Score of the bidders is as per the formula: (Technical Score X 0.70)+ (Financial Score X 0.30)

Bidder A= (70 X 0.70) + (71.4 X 0.30) = 70.42 -- H3
Bidder B= (80 X 0.70) + (100 X 0.30) = 86.00 -- H2
Bidder C= (90 X 0.70) + (83.3 X 0.30) = 87.99 -- H1

(vi) Hence Bidder C, with highest combined score shall be recommended for negotiations/ award.

4. **Tenderer shall submit the following documents duly signed and stamped as a part of technical bid online only:**

a. Details of works executed along with completion certificate & copy of Work order for qualification as per PQ criteria.

b. List of works executed during the last 5 years indicating name of the Client, value, date of start and completion along with completion certificate.

c. List of works under execution indicating name of the Client, Total Contract Value, value of balance work in hand, date of start and completion.

d. Details of Office Address in Delhi / NCR.

e. Proprietorship /Partnership deed/ Memorandum and Articles of Association of the firm and their details are to be submitted.

f. Tenders must be duly signed with date and sealed. An attested copy of power of attorney/affidavit/Board Resolution executed as under shall accompany the ‘Tender Documents’.

g. Bidder shall require furnishing details of Skilled and Trained Manpower Including Design Engineers and Technical staff employed and detail of software and hardware etc available with the consultant. Details of Manpower to be furnished in enclosed format.

h. Bidders have to submit confirmation letter whether they are registered under MSME Act or not and if yes, then relevant copies of the registration letter (Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 with the concerned DIC) to be enclosed in Technical Bid and a request letter for exemption from submission of Tender fee.

i. CA certified audited balance sheets and profit and loss accounts along with schedules for the last 3 years.

j. Copy of PAN Card

k. Copy of GST Registration certificate

l. Details of manpower available.
m. Registration Certificate/Memorandum and Articles of Association/Partnership Deed/ Affidavit.

n. Any other document as stipulated above and in “Tender Documents”

5. Tender documents comprising of the following are available on the website of EPI: www.engineeringprojects.com, CPP-Portal: www.eprocure.gov.in and as well as on https://www.mstcecommerce.com/eprochome/EPIL.

a. Notice inviting tender & Special Instructions to bidders for e-tendering
b. General Scope of work
c. Special Conditions of Contract
d. Financial bid format (Blank).

6. In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.

7. Interested bidders have to necessarily register themselves on the portal http://www.mstcecommerce.com/eprochome/EPIL through M/s MSTC Ltd., Kolkata to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s MSTC Ltd., Kolkata at following address to complete the registration formalities:

M/s MSTC Ltd.,
Registered office at 225-C,
Acharya Jagdish Chandra Bose Road,
Kolkata - 700020

They may obtain further information regarding this tender from Executive Director (Contracts & Engineering) at the address given at Clause No. 16.0 below from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

For proper uploading of the bids on the portal namely http://www.mstcecommerce.com/eprochome/EPIL (hereinafter referred to as the ‘portal’), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s MSTC Ltd., directly, as and when required, for which contact details are mentioned above. The EPI in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section Instruction to Bidders of the Bidding Documents.

Bidders can download the bid document from the portal without paying document fees in advance; however, interested bidders have to pay tender fees for participating in the tendering and submitting the bid. For this purpose the interested bidders shall be required to pay Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only) (GST @ 18% included), the GSTIN of EPI for New Delhi is 07AAACE0061C2ZE as non-refundable document fees in the form of Demand Draft in favour of “Engineering Projects (India) Ltd.” payable at New Delhi. The fees to be paid to MSTC are separate.
8. E-Bids must be submitted/uploaded along with scanned copies of relevant documents as mentioned at “Special Instructions to Tenderers” on or before last date & time of online bid submission. Late bids will not be accepted.

9. Tender fee, Power of Attorney, NSIC/MSME(Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 with the concerned DIC) certificate as per Clause No.3 (m) if bidder is claiming EMD/Tender fee exemption must be submitted in physical form at the address given at Clause No. 16.0 below as stipulated under Time Schedule of Tender Activities. If the above documents are not received in time then their offer shall not be considered and EPI shall not be responsible for any postal delay in respect of submission of hard copy part of the bids.

10. The Terms & Conditions contained in the NIT and tender document shall be applicable.

11. The tenderers should note that the credentials such as value and volume of works completed, as submitted by the tenderers along with their offers shall be forwarded by EPI to Client for his opinion. The offer of tenderers against whom client does not give satisfactory remarks shall be rejected by EPI.

12. The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI’s website/CPP portal as well as on MSTC portal https://www.mstcecommerce.com/eprochome/EPIL.

The bidders are required to check these websites regularly for this purpose, to take into account before uploading/submission of tender. All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure.

13. The Financial bid of those bidders who are found to be prima-facie techno-commercially acceptable based on the documents submitted at the time of bid submission and subject to confirmation of authenticity of the PQ documents/ Tender fee from the concerned department/ bank with prior intimation to them. Hence the intending bidders must furnish their valid e-mail id and contact phone number along with the techno-commercial part. In case the PQ documents such as work experience certificate, bank solvency certificate etc. submitted by a bidder is found to be fake, the bid will be rejected by EPI without making any reference to him. Further such a tenderer shall be at a risk of losing his right to participate in any tender called by EPI for a minimum period of one year. The Bidder has to furnish an affidavit in this respect as per the format given in Form-A.

14. EPI reserves the right to accept any tender or reject any or all tenders or split the work of tender or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion.

15. In case of tie-tender, where two firms are bidding lowest, EPI reserves the right to split the work among these bidders and / or EPI will reserve the right to award the tender to any one of such bidder.

16. Hard copies of the required documents as per clause 9 to be submitted to:
Executive Director (Contracts & Engineering)
Engineering Projects (India) Ltd.
Core 3, Scope Complex
7 Lodhi Road
New Delhi-110003
Ph no: 011-24361666 Extn: 2313
E-Mail ID: contracts@engineeringprojects.com

For more information on EPI, visit our website at:
http://www.engineeringprojects.com
For more information on the e-tender, visit website of MSTC at:
https://www.mstcecommerce.com/eprachome/EPIL
Form-A

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

(To be submitted in Envelop-1 i.e. Technical bid)

Affidavit of Mr.……………………………………………… S/o………………………………………………………………
R/o………………………………………………………………

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

That I am the Proprietor/Authorized signatory of M/s …………………………………………………………

having its Head Office/Regd. Office at …………………………………………………………………………………

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.

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.

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.

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.

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 –B

Performa of Bid Security Declaration
(To be submitted by bidder on its Company Letter Head)

It is hereby submitted that if I/We ------------------------ (Name of bidder/firm/company) withdraw or modify the bids during period of validity, or if I/We - ------------------------ (Name of bidder/firm/company) are awarded the contract and I/We ------------------------ (Name of bidder/firm/company) fail to sign the contract or to submit a performance security before the deadline defined in the tender documents, I/We ------------------------ (Name of bidder/firm/company) will be suspended to take part in EPIL’s tendering process for the period of two years from the date of occurrence of the above mentioned default."

Date:

Authorized Signatory
Name & Seal
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name</th>
<th>Designation</th>
<th>Qualification</th>
<th>Total Experience (in years)</th>
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Special Instructions to Bidders for e-Tendering

Some Bidding related Information for this Tender (Sealed Bid).

The entire bid-submission would be online on Electronic Tendering System (ETS) unless otherwise specified for any other Submission mode.

Broad outline of submissions are as follows:

Submission of Bid-Parts/Envelopes

- Technical-Part
- Financial Part

Submission of Documents:
The bidders are requested to upload and submit online all the documents as per the list given below:

List of Documents:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description of the Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>A)</td>
<td>Documents to be signed by the Power of Attorney Holder or the Proprietor (in case the proprietor of the proprietorship company himself is submitting the tender), stamped, scanned and submitted online in MSTC portal</td>
</tr>
<tr>
<td>1.</td>
<td>Earnest Money Deposit in the form of DD / Bank Guarantee or Bankers’ Cheque</td>
</tr>
<tr>
<td>2.</td>
<td>Tender fee inclusive of GST in the form of DD or Bankers’ Cheque (Separate tender processing fee to be paid online to MSTC)</td>
</tr>
<tr>
<td>3.</td>
<td>Experience certificate of works (to be accompanied by TDS certificates in case the experience certificates issued by public limited companies listed on BS/NSE or private party) as per the NIT</td>
</tr>
<tr>
<td>4.</td>
<td>Balance Sheet and profit and loss statement for the latest 03 Financial Years.</td>
</tr>
<tr>
<td>5.</td>
<td>PAN</td>
</tr>
<tr>
<td>6.</td>
<td>GST Registration Certificate</td>
</tr>
<tr>
<td>7.</td>
<td>EMD/Tender Fee exemption certificate (only for tenderers who intend to avail exemption of EMD/ Tender Fee) (if applicable as per NIT).</td>
</tr>
<tr>
<td>8.</td>
<td>Registration certificate/ Memorandum and Articles of Association/Partnership Deed/Affidavit, Incorporation Certificate for Proprietor (for Sole Proprietorship Tenderers)</td>
</tr>
<tr>
<td>9.</td>
<td>All tender documents duly signed and stamped or digitally signed.</td>
</tr>
<tr>
<td>10.</td>
<td>The certificate of site visit duly countersigned by EPI site official or in absence of which an undertaking is required to submit by the bidder.</td>
</tr>
</tbody>
</table>


B) Documents to be submitted in Physical form at the given address as per timeline given in NIT

The Envelop shall bear (the project name, the tender no and the words (DO NOT OPEN BEFORE (due time & date))

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Earnest Money Deposit as per NIT</td>
</tr>
<tr>
<td>2.</td>
<td>Tender fee as per NIT</td>
</tr>
<tr>
<td>3.</td>
<td>Registration certificate/ Memorandum and Articles of Association/Partnership Deed/Affidavit, Incorporation Certificate for Proprietor (for Sole Proprietorship Tenderers)</td>
</tr>
<tr>
<td>4.</td>
<td>EMD/ Tender Fee exemption certificate if applicable.</td>
</tr>
<tr>
<td>5.</td>
<td>Any other relevant important Documents required as per NIT.</td>
</tr>
</tbody>
</table>

**Contact Persons Name & Address:**

Executive Director (Contracts & Engineering)  
Engineering Projects (India) Ltd.  
Core 3, Scope Complex  
7 Lodhi Road  
New Delhi-110003  
Ph no: 011-24361666 Extn: 2313  
E-Mail ID: contracts@engineeringprojects.com
Bidder’s guide for EPIL portal:

1. Use browser to go to
   https://www.mstcecommerce.com/eprchrome/EPIL

Digital Signatures
To login into the portal both Users (EPIL Officials) and Bidders will require a Class 2 or 3 Digital Signature. Bidders should have at least Signing type Digital Signatures.

A digital signature can be obtained from any Certifying Authority (CA) as per the List of CAs issued by Controller of Certifying Authorities, Ministry of Electronics and Information Technology. The list is available at http://www.cca.gov.in/cca/?q=licensed_ca.html.

The list is as under:

1. Safescrypt
2. IDRBT
3. National Informatics Centre
4. TCS
5. GNFC
6. e Mudhra CA
7. CDAC CA
8. Capricorn CA
9. NSDL e-Gov CA

System Settings
1. This portal is compatible with multiple browsers (Google Chrome, Mozilla Firefox, Internet Explorer, Opera etc.)
2. On the system where this portal is being used, the user may open the portal and click on Install Components button on the left side as shown below:
3. On clicking the button, a new window will open as shown below:

4. In this window, please save the MSTCSIGNER28082018_v2.exe file and install it.

5. Additionally, please click on Add to chrome button, to add the chrome extension, as shown below:

For other browsers please install the extension as applicable.

2. On the right side of the page click on Register as a Vendor:
3. Fill the form that appears to create username and password.

![Registration Form]

4. Once the registration is done, login with your username and password:

![Login Screen]

5. System will ask you to verify your digital signature

![Digital Signature Verification]

6. Press Ok and select your digital signature from the List:
7. Your digital signature will be verified

8. Once login is complete, a bidder can access My Menu through the left side of the page:

9. Here click on Download NIT/Corrigendum button to download the NIT/Corrigendums. Select Event number and click on download to download the files:

10. To submit the bid a bidder can proceed to Bid Floor through the left side My menu. In Bid Floor click on live events to view a list of Live events. In live events select the tender number where you wish to submit a bid.
11. On clicking the event number, if the bidder has not paid transaction fee, system will prompt them to pay the transaction fee. They can pay the transaction fee by going to Transaction Fee payment link in their login, and pay the same through online payment (debit card, credit card, net banking etc) or RTGS/NEFT (Challan).

12. Tender can be of multiple types with price bid uploading in Excel or Technical-Price type. The bid floor for each type of event will change automatically.

On clicking the tender number one of the following screens will appear:

For 2 cover with price bid in excel

E-Tender Technical Cum Price Bid

13. For each type of event the event details including start time and close time the details will be given on the top of the page.

14. To submit the tender the bidder has to start from top left and submit the details one by one.

15. For 2 cover with price bid in excel, the bidder has to submit technical bid, by filling the details and clicking the save button.
a) After the technical bid is saved, a bidder can proceed to uploading documents through the link upload docs:

b) Please note that under no circumstance the price bid excel has to be uploaded here.
c) After the documents have been uploaded, the bidder can click on download excel to download the excel format.
d) Fill up the excel sheet as per the details given therein and tender document.
e) To upload the filled up excel click on Upload Price Button, click on browse to select the file and then click on Upload and Save encrypt file.

f) The bidder can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. Please note that at the end the bid must be final submit, otherwise the same will not be considered.

16. For E-Tender Technical Cum Price Bid:
   a. In the manner similar to above the bidder has to fill up Common terms, then press save button to submit.
b. Then the bidder has to upload documents as per the list shown therein.

c. Once the documents are uploaded the bidder has to submit the Technical and Price bids.

d. The bidder can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. Please note that at the end the bid must be final submit, otherwise the same will not be considered.

Bidder’s may note that in each case using the Delete bid button will only delete the bids and then the bidder can resubmit upload tender closing time.

Using the withdraw button the bid will be withdrawn and the bidder will not be allowed to submit any further bid in that event.

For any assistance regarding the Tender Document and/or term and conditions the bidders may contact at EPIL:

For any assistance during bid submission, system settings etc. bidders may contact at MSTC:

<table>
<thead>
<tr>
<th>Phone Number</th>
<th>03322901004, 01123212357, 01123215163, 01123217850</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:mstcnro@mstcindia.co.in">mstcnro@mstcindia.co.in</a></td>
</tr>
<tr>
<td></td>
<td>Please mention “Helpdesk” as subject while sending emails</td>
</tr>
</tbody>
</table>

| Availability          | 10 AM to 5:30 PM on all working days. |
SPECIAL CONDITIONS OF CONTRACT

1. Performance Guarantee
The Associate Consultant shall furnish performance guarantee on the proforma of EPI from a scheduled / Nationalised bank to the extent of 5% of the work order value within 7 days of issue of LOI. This bank guarantee shall remain valid till execution of work and handing over all works of the project to NTPC by EPI. In case, Associate Consultant does not provide performance bank guarantee, an amount of 5% of the work order value shall be deducted from initial payments for various stages @ of 50% of due payment till total deduction on this account reaches 5% of total work order value. Performance guarantee shall be released after 3 months from the date of completion of the project.

2. Retention Money
5% of the fees payable to Associate Consultant shall be retained from each running bill as 'Retention Money' in addition to the performance guarantee and retention money shall be released after 3 months from the date of completion of the project.

3. The Associate Consultant undertakes to design, redesign, modify and make changes in the design, drawings, details, vetting of shop drawings etc., any number of times, till they are finally approved by NTPC & EPI and as required for completion, trial run and handing over of the project to NTPC, within the work order value and nothing extra shall be payable to Associate Consultant in this regard.

4. Professional Liability Insurance (PLI)
(i) Professional liability insurance (PLI) of the works/services is under the scope of associate consultant/this tender and charges of the same shall be included in the fee quoted by the associate consultant. The Associate Consultant shall submit policy documents within 01 month from the date of LOI of EPI.
(ii) The Associate Consultant shall undertake environment impact assessment of the Project as per provisions of the Applicable Laws on environment protection and identify a package of measures to reduce/eliminate the adverse impact identified during the assessment.
5. While submitting the Financial Proposal at the Bid stage, the Bidder shall ensure the following:
   a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. Incase any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

6. **Site Visits**
   (i) All expenses for 6 (Six) visits to NTPC, Ramagundam performed by the Associate Consultant in connection with critical issues pertaining to existing facilities at site, etc. or during execution of project are included in the scope of Associate Consultant and nothing extra beyond the agreed fees is payable to them.
   (ii) Any visit beyond 6 (Six) visits as above if required by EPI (for which necessary permission shall be given in writing) during the execution of the project, the Associate Consultant shall be reimbursed II AC to and fro rail fare and EPI will arrange for boarding & lodging at Ramagundam.
   (iii) However, Associate Consultant has to include cost of all the visit required for NTPC office till completion of job. No additional amount shall be paid towards visit to NTPC office.
   (iv) All visits of Associate Consultant shall be with prior written approval of EPI.

7. If at anytime after award / start of work, the NTPC decides to abandon or reduce the scope of work for any reason whatsoever and hence not requires the whole or any part of the works to be carried out, EPI shall give notice in writing to this effect to the Associate Consultant and the Associate Consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.
8. **Completion Period**

The total scope of services is to be completed within 15 (Fifteen) months from the date of LOI. However, flow of drawings to start civil work at site shall commence from 1st month from the date of LOI received.

9. The Associate Consultant will be required to give a “Time Schedule” in consultation with EPI for timely completion of consultancy works within One week of issuance of LOI. The Associate Consultant shall complete the said works within this agreed time schedule. No extension of time for completing the same shall be made owing to any variations made in the works by the orders of the NTPC, unless the NTPC in consequences of such variations extends the time allowed to EPI for the completion of the works, in which case EPI may extend the time for completion for a period not greater than the time allowed to EPI for the completion of the whole works.

10. All design and drawing shall be the property of EPI and the name & LOGO of EPI shall be predominantly displayed on all the drawings and documents as “Prime Contractor”. The proprietary rights of design shall remain with EPI.

11. The Associate Consultant shall be fully responsible for evolving safe, economic, technically sound and correct design and shall ensure that the planning and designing of the work is carried out based on NTPC specification, latest IS codes of practices, international codes, EPI’s works manual, legislation, other relevant bye-laws and good engineering practices.

12. Associate Consultant shall guarantee the stability and performance of all the equipments/structures and auxiliary system designed by him.

13. Structural Stability Certificate for the structures under the scope of this contract.

14. The Associate Consultant will give undertaking that all drawings, design, specifications, plans and other documents will be prepared and furnished to suit the particular local conditions of the site in the most economical manner. The Associate Consultant will work out economic design and adopt specification so as to ensure that the estimated cost is not exceeded on completion of work. At any stage during the progress of execution of the work, if any defect is noticed in the drawings, designs, specifications, plans, estimates or other documents, the
Associate Consultant shall provide free of cost to EPI fresh designs/drawings/specifications/estimates and other documents within a period of the seven days from the date of notice issued by EPI in this regard for onward submission to NTPC. The Associate Consultant shall also indemnify EPI for losses due to such defective drawings/designs/specifications/estimates/other documents supplied by the Associate Consultant subject to a maximum of the consultancy fees.

15. While providing engineering services, the Associate Consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequence / any actions due to any such infringement. Associate Consultant shall keep EPI indemnified all the times and shall bear the losses suffered by EPI in this regard.

16. The statutory deduction of income tax, or other taxes / dues shall be made from the payment released to Associate Consultant from time to time and same are deemed to be included in the Associate Consultant’s fees and nothing extra shall be payable to Associate Consultant in this regard. However, the GST thereon only as applicable on consultancy fees shall be reimbursed to Associate Consultant over the contract value on submission of proof of depositing the same with Statutory Authorities.

17. The checking/vetting/approval of design and drawings of the Associate Consultant by NTPC / EPI as above shall not absolve the responsibility of the Associate Consultant.

18. **Termination**
   The contract may be terminated at any time by EPI upon one month’s notice in writing being given to Associate Consultant, if the Associate Consultant’s work is not found to be satisfactory according to the terms of the contract. In case the contract is terminated on account of Associate Consultant’s work not being satisfactory, EPI will get the work done at the risk and cost of the Associate Consultant.

19. **Penalty**
   In case the Associate Consultant fails to complete the work within the contract period or extended period mentioned above owing to reasons attributable to
Associate Consultant, liquidated damages @ 1% per week of the total order value subject to a maximum of 5% of the total order value payable shall be levied on the Associate Consultant. EPI shall be entitled to deduct such damages from the dues that may be payable to the Associate Consultant.

20. **Force Majeure Clause**

EPI will not be responsible for any delay / stoppage of work due to force majeure conditions like natural calamities, civil disturbances, strikes, war etc. and losses suffered, if any, by the Associate Consultant on this account. EPI shall not be liable in any way to bear such losses and no compensation of any kind whatsoever will be payable by EPI to the Associate Consultant.

21. **Conciliation and Arbitration**

Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part III of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015. When such conciliation has failed, the parties shall adopt the following procedure for arbitration:

a) Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the Specifications, Design, Drawing and Instructions herein before mentioned and as to the quality of workmanship or materials used in the work or as to any other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the Contract, Designs, Drawings, Specifications, Estimates, Instructions, or these conditions or otherwise concerning the works of the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitrator appointed by the Chairman & Managing Director (CMD) of Engineering Projects (India) Limited (EPI) or any other person discharging the functions of CMD of EPI. The person approached for appointment as Arbitrator shall disclose in writing circumstances, in terms of Sub-Section (1) of Section (12) of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 as follows:

(i) such as the existence either direct or indirect, of any past or present relationship with or interest in any of the parties or in relation to the subject-matter in dispute, whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to his independence or impartiality; and

(ii) which are likely to affect his ability to devote sufficient time to the arbitration and in particular his ability to complete the entire arbitration within a period of twelve months.

The Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.
b) If the arbitrator so appointed resigns or is unable or unwilling to act due to any reason whatsoever, or dies, the Chairman & Managing Director aforesaid or in his absence the person discharging the duties of the CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.

c) It is a term of the contract that the party invoking the arbitration shall specify the dispute/ differences or questions to be referred to the Arbitrator under this clause together with the amounts claimed in respect of each dispute.

d) The Arbitrator may proceed with the arbitration ex-parte, if either party, in spite of a notice from the arbitrator, fails to take part in the proceedings.

e) The work under the contract shall continue as directed by the Engineer-In-Charge of EPI, during the arbitration proceedings.

f) Unless otherwise agreed, the venue of arbitration proceedings shall be at the venue given in the ‘Memorandum’ to the ‘Form of Tender’.

g) The award of the Arbitrator shall be final, conclusive and binding on both the parties.

h) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award accordingly.

Note: Not withstanding anything contained herein above, this clause shall not be applicable where the dispute is between EPI and another Public Sector Enterprise or Govt. Department for which a separate Arbitration Clause is provided vide Clause No. A given below:

A. ARBITRATION BETWEEN PUBLIC SECTOR ENTERPRISES INTERSE/GOVERNMENT DEPARTMENTS

(i) In the event of any dispute of difference relating to the interpretation and application of the provisions of the contracts, such dispute or differences shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and The Arbitration and Conciliation Act, 2015 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law-Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law-Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator."
(ii) Subject to any amendment that may be carried out by the Government of India from time to time the procedure to be followed in arbitration shall be as is contained in F. No. 4(1)/2013-DPE(PMA)/FTS-1835 Dated: 11/04/2017 of Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises or any modification issued in this regard.

22. **Jurisdiction**

   The Courts in Delhi / New Delhi alone will have jurisdiction to deal with matters arising from the contract, to the exclusion of all other Courts.
PAYMENT TERMS

Payment Terms shall be released on completion of work as follows:

1. On Submission of design drawing/document/Tender Preparation: 50% of the each disciplinary value shall be released on 1st Submission to NTPC and EPI.

2. On Approval of design drawing/document/Scrutiny of Tender: Balance 50% of the each disciplinary value shall be released on Approval by NTPC and EPI.

EPI shall release running payments on pro-rata basis for various stages depending upon extent of their completion.

Detailed Billing Schedule shall be submitted by successful bidder for approval of EPI within 15 days of issue of LOI.

Retention Money

5% of the fees payable to Agency shall be retained from each running bill as ‘Retention Money’ in addition to the performance guarantee.

Performance guarantee and retention money shall be released after 3 months from the date of completion of the project.
PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

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

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

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

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

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

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

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

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

For and on behalf of the Bank

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