TENDER DOCUMENT

TENDER No: EPI/WRO/CON/757/0126

FOR

Piling and Sub Structure Works for Construction of District Head Quarter Hospital (DHH) with 100 bedded Mother Child Hospital (MCH) and Infectious block building at Kendrapara, Odisha state (Pkg-I)

VOLUME – I

NIT, Addendum To Instructions To Tenderers, Special Instructions To Bidders For E-Tendering, Letter of Undertaking, Form of Tender, Memorandum, Bidder Information
AN ISO 9001 & 14001 COMPANY

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Piling and Sub Structure Works for Construction of District Head Quarter Hospital (DHH) with 100 bedded Mother Child Hospital (MCH) and Infectious block building at Kendrapara, Odisha state (Pkg-I)

VOLUME – I

NIT, Addendum To Instructions To Tenderers, Special Instructions To Bidders For E-Tendering, Letter of Undertaking, Form of Tender, Memorandum, Bidder Information
NOTICE INVITING e-TENDER (NIT)

1.0 Tender for Piling and Sub Structure Works for Construction of District Head Quarter Hospital (DHH) with 100 bedded Mother Child Hospital (MCH) and Infectious block building at Kendrapara, Odisha state (Pkg-I).

Engineering Projects (India) Ltd. invites percentage rate online tenders through e-tendering from the eligible contractors/firms who fulfill the eligibility criteria as per the brief particulars of scope for the “Piling and Sub Structure Works for Construction of District Head Quarter Hospital (DHH) with 100 bedded Mother Child Hospital (MCH) and Infectious block building at Kendrapara, Odisha state.” in two bid system (Techno-commercial bid & Price Bid) for the following works:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Work</th>
<th>Estimated Cost</th>
<th>Earnest Money Deposit</th>
<th>Completion Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Piling and Sub Structure Works for Construction of District Head Quarter Hospital (DHH) with 100 bedded Mother Child Hospital (MCH) and Infectious block building at Kendrapara, Odisha state (Pkg-I)</td>
<td>Rs. 10,55,25,048/- (Rupees Ten Crore Fifty Five Lakh Twenty Five Thousand Forty Eight Only)</td>
<td>Rs. 20,55,000/- (Rupees Twenty Lakh Fifty Five Thousand Only)</td>
<td>6 Months</td>
</tr>
</tbody>
</table>

The brief scope of work included in this tender shall include (but not limited to) “Piling and Sub Structure Works for Construction of District Head Quarter Hospital (DHH) with 100 bedded Mother Child Hospital (MCH) and Infectious block building at Kendrapara, Odisha state.” The detail of scope of work is given in the tender document.
Time schedule of tender activities.

I. Last Date and Time of download of Tender Documents:
   14.6.2017 upto
   11:00 AM

II. Last Date & Time of Online Submission of Tenders:
   14.6.2017 upto
   02:00 PM.

III. Last Date & Time of Offline Submission of Tenders:
   14.6.2017 upto
   03:00 PM

IV. Date & Time of Opening of Envelope-1 (Techno-commercial Bid):
   14.06.2017 at
   3.30 PM

V. Date of Pre-bid meeting:
   02.06.2017 at
   02:00 PM

Venue of Pre Bid Meeting:
Engineering Projects (India) Ltd.
Plot No.-109, Flat No.-201, Surya Nagar, Unit-7,
Bhubaneswar-751003, Odisha
Tel: 0674-2397297

Contractors who fulfill the following basic qualifying requirements are eligible to participate in this tender. **The joint ventures are not accepted.**

### 2.0 The Bidder:

a) Experience of having completed work during the last 7 (Seven) years following ‘similar works’ ending last day of the month previous to the one in which applications are invited:

   i) One similar Completed work of costing not less than the amount equal to 80% of the estimated cost

   OR

   Two similar Completed works of costing not less than the amount equal to 50% of the estimated cost

   OR

   Three similar Completed work of costing not less than the amount equal to 40% of the estimated cost

   **The Similar Work shall mean “Construction work including Piling Works of minimum diameter 600 mm”**
Experience certificate for similar work should clearly mention diameter of Pile executed.
The experience certificate in this regard should be issued by officer not below the rank of Executive Engineer / Project Manager/Unit officer.

b) Should have Average Annual Financial Turnover of not less than 30% of the estimated cost in the last three years ending 31.03.2016, duly certified by a Chartered Accountant. Copy of Audited balance sheets for the previous financial years to be enclosed.

c) Should not have incurred any loss in more than two years during the immediate consecutive last five financial years ending 31.03.2016. Copies of balance sheet/certificate from Chartered Accountant to be submitted.

d) Should have a solvency of 40% of estimated cost issued by a Bank. The Solvency Certificate should not have been issued earlier than one year of last date of submission of the tender

e) Should have valid Permanent Account Number of Income Tax.

f) It is desirable to have valid PF Registration No, VAT and Service Tax Registration number in the state of Odisha. In case the bidder does not have valid VAT registration, the same shall be obtained by the successful bidder within one month from the date of LOI or before release of 1st R/A bill whichever is earlier. VAT of other states to be submitted. In case the successful bidder fails to submit the same as above and there is loss of input tax to EPI, the loss of tax input to EPI shall be recovered from their running bills.

g) The bidders should confirm whether they are registered with MSME/NSIC. Bidder having valid registration with NSIC under unified registration scheme for category of work which is same as for definition of similar work will be exempted from submission of tender fee and EMD.

Necessary supporting documents substantiating their claim shall be submitted online along with technical bid. Bidders are also advised to ensure that they are eligible for the aforesaid benefits on the basis of submitted documents. It is to be noted that in the absence of requisite supporting documents the benefit shall not be extended and in such cases if the offer is received without requisite tender fee and EMD the bid will be rejected.
h) **Bid Capacity**: The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to Tender. The bidding capacity shall be worked out by the following formula:

\[
\text{Bidding Capacity} = [A \times N \times 2] - B
\]

Where,

- **A** = Maximum value of construction works executed in any one year during the last (05) five years taking into account the completed as well as works in progress.
- **N** = Number of years prescribed for completion of work for which bids have been invited
- **B** = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited. The Bidder is requested to furnish the existing commitments on works under execution along with stipulated period for completion of remaining for each of the work should be furnished in an **affidavit on non-judicial stamp paper of value of ₹100/-** duly certified that the particulars furnished are correct as per the Performa in **Annexure-A (enclosed)**

**3.0** Though an applicant may satisfy the eligibility criteria, EPI reserves the right for not issuing the tender document if he has record of poor performance such as abandoning work, not properly completing the work, delay in completion of work, poor quality of work, financial failure / weakness etc.

**4.0** Tender documents comprising of the following are available on the website of EPI: [www.enginneringprojects.com](http://www.enginneringprojects.com) & CPP Portal: [www.eprocure.gov.in](http://www.eprocure.gov.in) and as well as on TCIL portal [http://www.tcilindia-electrontic tender.com](http://www.tcilindia-electrontic tender.com)

(i) Notice Inviting Tender, Instruction to Tenderers, Special Instruction to Bidder for e Tendering, Memorandum, Form of Tender, Letter of Undertaking- (Vol-I)

(ii) Additional Conditions of Contract, General conditions of contract, Technical Specification- (Vol-II)

(iii) Price Bid - (Vol-III)

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

6.0 Interested bidders have to necessarily register themselves on the portal [https://www.tcilindia-electronictender.com](https://www.tcilindia-electronictender.com) through M/s Telecommunications Consultants India Limited, New Delhi 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 Telecommunications Consultants India Limited, New Delhi at following address to complete the registration formalities: M/s Telecommunications Consultants India Limited, 6th Floor, TCIL Bhawan, Greater Kailash – 1, New Delhi – 110 048
Contact No. : 011-26241790, 9868393717/75/92,
Email-ID: ets_support@tcil-india.com

For proper uploading of the bids on the portal namely [https://www.tcil-indiaelectronictender.com](https://www.tcil-indiaelectronictender.com) (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 Telecommunications Consultants India Limited, New Delhi directly, as and when required, for which contact details are mentioned above. The Employer 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.

7.0 Bidders can download the bid document from the portal without registering or paying document fees in advance, any time from 18:00 Hrs. on 24.05.2017 however interested bidders have to pay tender fees for participating in the tendering and submitting the bid also necessary portal charges are to be paid for participation. For this purpose the interested bidders shall be required to pay Rs. 10,000/- as non-refundable Tender fee in the form of demand draft in favour of Engineering Projects (India) Ltd.’ payable at Mumbai.

8.0 Relevant experience certificate and other documents as mentioned in Clause No. 2.0 (a) to 2.0 (h) & Clause No 21 (a) to (l) of NIT, duly attested by Gazetted officer not below the rank of Executive Engineer or equivalent or Notary
Public fulfilling the qualifying criteria shall be submitted online as part of Technical Bid. Completion Certificate from clients shall be in the name of the Company who is submitting the tender. The Bidder has to produce original documents for verification at the time of opening of tender or as and when demanded.

9.0 E-Bids must be submitted/uploaded along with scanned copies of relevant documents pertaining to **Clause No. 2.0 (a) to 2.0 (h) & Clause No. 21 (a) to (l)** of NIT, duly attested by Gazetted officer not below the rank of Executive Engineer or equivalent or Notary Public fulfilling the qualifying criteria under Single Stage Two Envelope Bidding Procedure on the TCIL portal on or before last date and time of online bid submission. Late bids will not be accepted. Under the above procedure, only the first envelope (Technical Part) shall be opened in the presence of the bidders’ representatives who choose to attend in person at the address given below on schedule date and time of bid opening or may be viewed by the bidders by logging in to the portal as per features available to them. Second envelope i.e. Price part shall be opened of technically qualified bidders. The bid must be accompanied by an **Earnest Money Deposit (EMD)** of Rs: **20,55,000/- (Rupees Twenty Lakh Fifty Five Thousand Only)** This can be either in the form of Crossed Demand Draft or Pay Order of any Nationalized Bank/Scheduled Bank for the full amount of EMD payable favouiring “Engineering Projects (India) Ltd.”, payable at Mumbai or in the form of Bank guarantee of any Nationalized Bank/Scheduled Banks, in accordance with the prescribed Perforama, favouiring “Engineering Projects (India) Ltd.”. The EMD shall be valid for minimum period of 150 days (one hundred fifty) from the last day of submission of tender. Tenders submitted without EMD or inadequate amount of EMD shall be rejected. The bid shall be valid for 90 days from date of opening of Price Bid. Tender fee, EMD (In original), and Power of Attorneys, Annexure-A affidavit of NIT, NSIC certificate as per Clause if bidder is claiming EMD/Tender fee exemption and Pass Phrase (Both for technical and financial bid in separate envelope) to decrypt the bid must be submitted in physical form at the address given at NIT on or before last date and time of online bid submission. If the above documents are not received in time then there 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.

10.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday taken place on the last day of
issue of tender/submission of tender, the next working day will be treated as scheduled day and time for issue/submission of Tender.

11.0 The rates quoted by the bidder shall be firm and fixed for the entire period of completion and till handing over of the work. No revision to rates or any escalation shall be allowed on account of any increase in prices of materials, labour, POL and Overheads etc during the entire contract period or extended contract period.

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

13.0 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 TCIL portal http://www.tcil-india-electrontender.com 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.

14.0 The price bid of those bidders who are qualified based on the technical documents submitted in envelope 1 shall only be opened. However, it is made clear that the offer of the L-1 bidders shall be accepted subject to the confirmation of authentically of the PQ documents/BG from the concerned department/bank.

15.0 EPI reserves the right to extend the date of submission of the tender or cancel the tender or 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.

16.0 Disqualification

The tenderers may note that they are liable to be disqualified and not considered for the opening of Price Bid if;

a) Representation in the forms, statements and attachments submitted in the pre- qualification document are proved to be incorrect, false and misleading.

b) They have record of poor performance during the past 10 years such as abandoning the work, rescinding of contract for which the reasons are attributable to the nonperformance of the contractor, inordinate delay in completion, consistent history of litigation / arbitration awarded against the
contractor or any of its constituents or financial failures due to bankruptcy etc. in their on going / past projects.

c) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.

d) If the tenderers attempt to influence any member of the committee. EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.

17.0 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.

18.0 The Drawings given with the Tender Documents are TENDER DRAWINGS and are indicative only.

19.0 In case of any discrepancy between the downloaded tender and the approved hard copy, the approved hard copy shall hold good for contractual as well as legal purposes.

20.0 Bidder confirms that they have read and understood and have copies of the ‘Tender Documents’ and have visited the site and their offer is based on the ‘tender Documents’ and caters to all the works, requirements, etc. thereof.

21.0 Tenderer shall submit duly stamped & signed scan copy of following documents online.

a) Details of similar 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) CA certified audited balance sheets and profit and loss accounts along with schedules for the last 3 years.

e) Copy of PAN Card Certificate
f) Copy of VAT, Service tax Registration certificate

g) List of Plant & Equipment’s available with bidder

h) Details of manpower available with Bidder.

i) Registration Certificate/Memorandum and Articles of Association/Partnership Deed/Affidavit

j) Form of Tender & Letter of Undertaking

K) All tender document signed & stamped including Blank price Bid

l) Any other document as stipulated above and in “Tender Documents’

22.0 It is desired that the bidder visits the site before submitting the bid to assess the ground condition and working conditions at site. Incase bidder decide not to visit site, they shall be responsible for all the consequences there of. **Bidder to submit a self-declaration with the bid in respect of the same.**

Contact details for site related Queries / Visit:
Senior Manager, (Tel no.) 06742397297
Engineering Projects (I) Limited, Bhubaneshwar

For more information on EPI, visit our website at:  www.engineeringprojects.com
For more information on the e-tender visit website of M/s Telecommunications Consultants India Limited, New Delhi at:
https://www.tcil-india-electronic tender.com

23.0 All correspondence with regard to the above shall be to the following address (By Post/In Person)

**General Manager (Contracts)**
Engineering Projects (India) Ltd.
Bakhtawar, 6A, 6th Floor Nariman Point,
Mumbai – 400 021
Office Phone- 022-2204 9230
Email: wro-contracts@engineeringprojects.com
**BID CAPACITY**

Name of the Work: “Piling and Sub Structure Works for Construction of District Head Quarter Hospital (DHH) with 100 bedded Mother Child Hospital (MCH) and Infectious block building at Kendrapara, Odisha state.”

NIT No: EPI/WRO/CON/757/

**ESTIMATED COST PUT TO TENDER:** Rs. 10,55,25,048/-

**Bid Capacity:** The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to Tender. The bidding capacity shall be worked out by the following formula:

\[
\text{Bidding Capacity} = [\text{A} \times \text{N} \times 2] - \text{B}
\]

Where,

- \(A\) = Maximum value of construction works executed in any one year during the last five years taking into account the completed as well as works in progress
- \(N\) = Number of years prescribed for completion of work for which bids have been invited
- \(B\) = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited (**Format enclosed**)

**BID CAPACITY CALCULATION BY BIDDER**

**SIGN & STAMP OF BIDDER**
ANNEXURE-A

AFFIDAVIT
(To be typed on Rs. 100/- non-judicial stamp paper)

I/We .............................................aged ..........years son of .............................................do hereby solemnly affirm and declare as follows for and on behalf of the Firm :

LIST OF EXISTING COMMITMENT AND ONGOING WORKS

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Works</th>
<th>Client Name &amp; Address</th>
<th>Work Order Value (in Rs)</th>
<th>Work Executed till Date (Rs)</th>
<th>Balance Amount of work to be completed (Rs)</th>
<th>Balance period to complete the works (Total months)</th>
<th>Work to be completed in 06 month (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(4 – 5)</td>
<td></td>
<td></td>
<td></td>
</tr>
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<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
</tr>
</tbody>
</table>

Balance Commitments during 06 month as per NIT 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
ADDENDUM TO INSTRUCTIONS TO TENDERERS

Mode of submission of tender is through e-Bids only. Hence Clause No.1.0 of ITT is deleted.

Kindly refer “Special instructions to Bidders for e-Tendering” for downloading & uploading of tender documents as per NIT.
**Special instructions to Bidders for e-Tendering**

**General**

The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in these Tender Documents. **Submission of Online Bids is mandatory for this Tender.**

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Engineering Projects (India) Ltd. has decided to use the portal [https://www.tcil-india-electronictender.com](https://www.tcil-india-electronictender.com) through TCIL, a Government of India Undertaking. This portal is based on the world’s most ‘secure’ and ‘user friendly’ software from Electronic Tender®. A portal built using Electronic Tender’s software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

**Instructions**

**Tender Bidding Methodology:**

**Sealed Bid System**

- Single Stage Two Envelope

**Broad Outline of Activities from Bidder’s Perspective:**

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
Query to *Engineering Projects (India) Ltd.* (Optional)

8. View response to queries posted by *Engineering Projects (India) Ltd.*

9. Bid-Submission on ETS

10. Attend Public Online Tender Opening Event (TOE) on ETS
   – Opening of relevant Bid-Part (PQ Application)

11. Post-TOE Clarification on ETS (Optional)
   – Respond to *Engineering Projects (India) Ltd.* Post-TOE queries

12. Attend Public Online Tender Opening Event (TOE) on ETS
   – Opening of relevant part (Financial-Part)
     (Only for PQ Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

**Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer [http://www.cca.gov.in](http://www.cca.gov.in)].

**Registration**

To use the Electronic Tender® portal [https://www.tcil-india-electrionictender.com](https://www.tcil-india-electrionictender.com), vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

**Any Instructions for Online/ Offline Payment of Registration Fee??**

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated
**Important Note:** To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Center’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

<table>
<thead>
<tr>
<th>TCIL/ ETS Helpdesk</th>
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<tbody>
<tr>
<td><strong>Telephone/ Mobile</strong></td>
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<td></td>
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<tr>
<td><strong>E-mail ID</strong></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact</th>
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<tbody>
<tr>
<td><strong>Engineering Projects (India) Ltd.</strong> Contact Person</td>
</tr>
<tr>
<td><strong>General Manager (Contracts)</strong></td>
</tr>
<tr>
<td>Engineering Projects (India) Ltd.</td>
</tr>
<tr>
<td>6A, Bakhatawar, Nariman Point</td>
</tr>
<tr>
<td>Mumbai</td>
</tr>
<tr>
<td><strong>Telephone/ Mobile</strong></td>
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<td></td>
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<tr>
<td><strong>E-mail ID</strong></td>
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</tbody>
</table>
Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
  - Technical-Part
  - Financial-Part

**Offline Submissions:**

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

Contact Persons Name: **General Manager (Contracts)**

Engineering Projects (India) Ltd.
Bakhtawar, 6A, 6th Floor Nariman Point,
Mumbai – 400 021
Office Phone- 022-22049230
Email: wro-contracts@engineeringprojects.com

The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE’ (due date & time).

1. Tender Fee of **Rs. 10,000/- (Rupees Ten Thousand)** in form of DD. *(Original)*
2. Earnest Money Deposit *(EMD)* of **Rs: 20,55,000/- (Rupees Twenty lakh Fifty Five Thousand Only)** in the form of Bank Guarantee/DD. *(Original)*
3. Letter of authorization shall be indicated by written **power-of-attorney. (Original)**
4. Annexure – A affidavit for bid capacity (Refer Clause No. 2 (h) of NIT) on **non-judicial stamp paper of value of ₹100/**
5. Documentary evidence with regard to registration with NSIC as mentioned in Clause No.2 (g) of NIT for tender fees & EMD waiver.
6. Duly filled and signed **Integrity Pact form enclosed in Vol-I of tender documents.**
7. Pass-phrase **(Both for technical and financial bid in separate envelope)** to decrypt the Bid.
Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission in addition to PQ documents listed in NIT Clause.

Note: Bidders are required to pay applicable ETS bidding fees on line at the time of bid submission.

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider, provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (eg the higher price) for the purpose of short-listing, and the lower of the two pieces of information (eg the lower price) for the purpose of payment in case that bidder is an awardee in that tender.
Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Engineering Projects (India) Ltd. in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

**Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Engineering Projects (India) Ltd. office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase’ as submitted offline by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of 'Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.
ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/Downloading’.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

**SEVEN CRITICAL DO’S AND DON’TS FOR BIDDERS**

Specifically for Supplier organizations, the following *SEVEN KEY INSTRUCTIONS for BIDDERS* must be assiduously adhered to:

1. **Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS**

2. **Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz ‘Date and Time of Closure of Procurement of Tender Documents’ and ‘Last Date and Time of Receipt of Bids’. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of --Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.**

3. **Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS**

4. **For responding to any particular tender, the tender (i.e its Tender Search Code or TSC) has to be assigned to an MA. Further, an ‘Official Copy of Tender Documents’ should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.**

5. **Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)**
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to ‘Annul Previous Submission’ from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s).

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) ‘ONLY IF’ your 'Status pertaining Overall Bid-Submission' is ‘Complete’. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.
LETTER OF UNDERTAKING
(On Company letter head)

To,
GENERAL MANAGER (CONTRACTS)
ENGINEERING PROJECTS (INDIA) LIMITED
6A, BAKTAWAR,
NARIMAN POINT
MUMBAI.

REF: TENDER FOR (Name of Work as mentioned in “Notice Inviting Tender”)
NIT No. :

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

1. The Tender Documents for the work as mentioned in “Memorandum” to “Form of Tender” have been issued to me / us by ENGINEERING PROJECTS (INDIA) LIMITED and I / We hereby unconditionally accept the tender conditions and Tender Documents in its entirety for the above work.

2. The contents of clauses of the Tender Documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety 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 “Price Bid”, I / We agree that my/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.

Yours faithfully,

(Signature of the Tenderer)

Seal of Tenderer
Dated :

Signature of EPIL

21

Signature of Bidder
FORM OF TENDER
(On Company letter head)

To,

GENERAL MANAGER (CONTRACTS)
ENGINEERING PROJECTS (INDIA) LIMITED
6A, BAKTAWAR,
NARIMAN POINT
MUMBAI.

REF: TENDER FOR (Name of Work as mentioned in “Notice Inviting Tender”)

NIT No. :

1. I/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 me/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 works in all respects and in different stages mentioned in the “Time Schedule for completion of jobs” and signed and accepted by me/us is the essence of the contract. I/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 works 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 me/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 I/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. I/We agree to pay the Earnest Money, Security Deposit cum Performance Guarantee, Retention Money and accept the terms and conditions as laid down
in the “Memorandum” to this “Form of Tender”.

4. Should this Tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained 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. I/We hereby pay the earnest money amount as mentioned in the “Memorandum” to this “Form of Tender” in favour of Engineering Projects (India) Limited payable at place as mentioned in the “NIT/ITT”.

6. If I/we fail to commence the work within 10 days of the date of issue of Letter of Intent and / or I/We fail to sign the agreement as per Clause 84 of General Conditions of Contract and/or I/We fail to submit Security Deposit cum Performance Guarantee as per Clause 9.0 & 9.1 of General Conditions of Contract, I/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. I/We are also enclosing herewith the Letter of Undertaking on the prescribed pro-forma as referred to in condition of NIT.

Date the________________________ day of

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS):

OCCUPATION

ADDRESS

SEAL OF TENDER
MEMORANDUM

Ref: Piling and Sub Structure Works for Construction of District Head Quarter Hospital (DHH) with 100 bedded Mother Child Hospital (MCH) and Infectious block building at Kendrapara, Odisha state (Pkg-I).

NIT No.:

<table>
<thead>
<tr>
<th>SI NO.</th>
<th>Description</th>
<th>Clause Nos</th>
<th>Values/Description to be applicable for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Name of work</td>
<td></td>
<td>Piling and Sub Structure Works for Construction of District Head Quarter Hospital (DHH) with 100 bedded Mother Child Hospital (MCH) and Infectious block building at Kendrapara, Odisha state (Pkg-I).</td>
</tr>
<tr>
<td>ii.</td>
<td>Client</td>
<td></td>
<td>Engineering Projects India Ltd</td>
</tr>
<tr>
<td>iii.</td>
<td>Type of Tender</td>
<td></td>
<td>Percentage Rate Contract</td>
</tr>
<tr>
<td>iv.</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs: 20,55,000/-</td>
</tr>
<tr>
<td>v.</td>
<td>Duration of contract</td>
<td>NIT</td>
<td>06 Months</td>
</tr>
<tr>
<td>vi.</td>
<td>Mobilization Advance</td>
<td>8</td>
<td>10% of contract value.</td>
</tr>
<tr>
<td>vii.</td>
<td>Interest Rate on Mobilization Advance</td>
<td>8</td>
<td>12% on mobilization advance plus SBI PLR rate.</td>
</tr>
<tr>
<td>viii.</td>
<td>Number of installments for recovery of Mobilization</td>
<td>8</td>
<td>As per GCC clause no. 8</td>
</tr>
<tr>
<td>ix.</td>
<td>Schedule of Rates applicable</td>
<td>69</td>
<td>NA</td>
</tr>
<tr>
<td>x.</td>
<td>Validity of Tender</td>
<td>4</td>
<td>90 days from opening of Price Bid</td>
</tr>
<tr>
<td>xi.</td>
<td>Security Deposit</td>
<td>9</td>
<td>5% of contract value in the form of BG/DD</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Clause/Detail</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------</td>
<td>--------------------------------</td>
<td></td>
</tr>
<tr>
<td>xii.</td>
<td>Retention Money</td>
<td>5% of contract value to be deducted from RA bills</td>
<td></td>
</tr>
<tr>
<td>xiii.</td>
<td>Time allowed for starting the work</td>
<td>43.0 Within 10 days from date of LOI</td>
<td></td>
</tr>
<tr>
<td>xiv.</td>
<td>Defect Liability Period</td>
<td>ACC Clause No. 10 48 Months</td>
<td></td>
</tr>
<tr>
<td>xv.</td>
<td>Arbitration</td>
<td>76 As per Addendum ACC</td>
<td></td>
</tr>
<tr>
<td>xvi.</td>
<td>Jurisdiction</td>
<td>76.3 Mumbai Courts</td>
<td></td>
</tr>
</tbody>
</table>

**SIGNATURE OF BIDDER**

**NAME (CAPITAL LETTERS):**

**OCCUPATION:**

**ADDRESS:**

**SEAL OF BIDDER**
## BIDDER INFORMATION

<table>
<thead>
<tr>
<th>Company Name*</th>
<th>[ ]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration Number*</td>
<td>[ ]</td>
</tr>
<tr>
<td>Registered Address*</td>
<td>[ ]</td>
</tr>
</tbody>
</table>

| Name of Partners/Directors | [ ] |
| Bidder type* | [ ] |
| Indian/Foreign | [ ] |
| City* | [ ] |
| State* | [ ] |
| Country* | [ ] |
| Postal code* | [ ] |
| PAN/TAN Number* | [ ] |

(PAN/TAN number must have 10 characters. e.g. AESTG2458A)
For bidders who do not have PAN/TAN number may enter TEMPZ9999 as the PAN/TAN number.

| Company’s Establishment Year | [ ] |
| Company’s Nature of business* | [ ] |
| Company’s Legal status* | [ ] |
| Limited company/Undertaking/Joint venture/Partnership/others | [ ] |
| Company Category* | [ ] |
| Micro unit as per MSME/Small unit as per MSME/Medium unit as per MSME/Ancillary unit/Project of affected person of this company/SSI/others | [ ] |

### Contact Details

Enter Company’s Contact Person Details

| Title * | [ ] |
| Mr/Mrs/Dr/Shree/Ms | [ ] |
| Contact Name* | [ ] |
| **Date of Birth***  
  **(DD/MM/YYYY)** |  |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Correspondence Email</strong>*</td>
<td>(Correspondence Email ID can be same as your Login ID. All The mail correspondence will be sent only to the Correspondence Email ID.)</td>
</tr>
<tr>
<td><strong>Designation</strong></td>
<td></td>
</tr>
<tr>
<td>**Phone ***</td>
<td></td>
</tr>
</tbody>
</table>
  **(Phone details eg: +91 044 22272449)** |
| **Mobile*** |  |

**BANKER DETAILS -**

| **PAN NO*** |  |
| **TIN NO*** |  |
| **ACTIVE BANK A/C DETAILS*** |  |
| **A/C NO*** |  |
| **A/C TYPE*** |  |
| **BRANCH ADDRESS*** |  |
| **IFSC *** |  |

*Mandatory information (must be filled by the bidders)*
INTEGRITY PACT

Between

Engineering Projects (India) Ltd. (EPI) hereinafter referred to as “The Principal”,
And................................................. hereinafter referred to as “The Bidder / Contractor”
Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for .............................................. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), 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

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 in connection 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)

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.

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.

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 non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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.

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.

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.

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. The severity 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.

Section 4  - Compensation for Damages

1) 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
1) 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) The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors the commitment consistent with this Integrity Pact, and to submit it to the Principal before contract signing.

(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

(1) 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.

(2) 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. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality.

4) 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.

5) 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.

6) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the EPI Board.

7) 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.

8) The word “Monitor” would include both singular and plural.

9) 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.

10) Independent External Monitor(s) shall be required to furnish an Undertaking and disclose before taking any assignment that he/ she has no interest in the matter or connected with the party (Bidder/ Contractor) in any manner.
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 all 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.

Section 10 - 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.

(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) -------------------------------
-----------------------------------------------