AN ISO 9001 & 14001 COMPANY

TENDER DOCUMENT

e-TENDER No: ERO/MMD/731/1103

Tender for the “Supply, Installation, Testing, Commissioning and Handing Over of Modular Operation Theatre for Medical College and Hospital at Sundargarh Odisha”.

VOLUME – I

Notice Inviting e-Tender (NIT), Bid Capacity, Special Instructions to Bidder for e-Tendering, Instruction to Tenderer (Suppliers), Addendum to ITT (Suppliers), General Purchase Conditions (GPC), Bidder Information, Form of Tender, Memorandum, Letter of Undertaking, Proforma for Indemnity Bond, Proforma for Bank Guarantee towards EMD, Proforma for Affidavit, Proforma for Security Deposit cum Performance Bank Guarantee and Integrity Pact

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
9th Floor, 50, Chowringhee Road,
Kolkata – 700071
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ENGINEERING PROJECTS (INDIA) LTD.  
(A. Govt. of India Enterprise)  
NOTICE INVITING e-TENDER (NIT)

NIT No.: ERO/MMD/731/1103  
30.04.2019

E-Tender for “Supply, Installation, Testing, Commissioning and Handing Over of Modular Operation Theatre for Medical College and Hospital at Sundargarh, Odisha”

Engineering Projects (India) Limited (i.e. EPIL) invites online item wise percentage rate Tenders on behalf of National Thermal Power Corporation (NTPC) through e-tendering from the approved Manufacturers (OEM) or their Authorized Dealers, who fulfill the eligibility criteria as per the brief particulars of scope for “Supply, Installation, Testing, Commissioning and Handing Over of Modular Operation Theatre for Medical College and Hospital at Sundargarh, Odisha” in single stage two envelope system (Technical Bid & Price Bid) for the following works:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of Work</th>
<th>Estimated Cost</th>
<th>Earnest Money</th>
<th>Completion Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supply, Installation, Testing, Commissioning and Handing Over of Modular Operation Theatre for Medical College and Hospital at Sundargarh, Odisha</td>
<td>Rs. 7,37,41,505.00</td>
<td>Rs. 14,74,830.00</td>
<td>Four (4) months which shall be reckoned from the 7th day from the date of issue of LOI.</td>
</tr>
</tbody>
</table>

❖ The Estimated cost is inclusive of GST, Freight charges and its Insurance charges.

Bids may be submitted by Manufacturers or their Authorized Dealers (henceforth Bidder / Tenderer / Supplier) with proven experience in supplying, installation of Modular Operation Theatre for the tendered work.

Scope of Work

The scope of work included in this tender shall include (but not limited to) Supplying, Installation, Testing, Commissioning and Handing Over of Modular Operation Theatre for “Medical College and Hospital at Sundargarh, Odisha”. The detail scope of work is given in the tender documents.

Project site information

Location : District Sundargarh, Odisha  
Near Railway Station : Jharsuguda (Approx. 30 KM)  
Nearest Airport : Jharsuguda (Approx. 30 KM)

Project consists of Teaching Hospital Building, Medical College Building, Girls' Hostel, Boys' Hostels, Doctors' Residence and Nurses' Hostels etc.

Signature of Contractor

EPIL
Modular Operation Theatre
Apart from above, any other service required for completeness of the project and as per direction of EPI is deemed to be included in the scope of work. The work is to be carried out on Items basis as per bill of quantities and tender conditions.

The detailed scope of work is given in the tender documents.

Time schedule of Tender activities:

(i) Last Date & Time for Downloading of tender documents: 22/05/2019 Upto 12.00 PM.
(ii) Last Date & Time of online submission of Tenders: on or before 23/05/2019 Upto 03.00 PM.
(iii) Date & Time of submission of documents in physical form (as per NIT Clause No. 7): 23/05/2019 Upto 3.00 PM.
(iv) Date & Time of online opening of tender (Techno-Commercial Bid): 23/05/2015 at 03.30 PM.
(v) Pre bid Meeting on 08.05.2019 at 02.30 PM

Venue: Engineering Projects (I) Ltd. 50, Chowringhee Road, 9th floor, Kolkata- 700 071.

2.0 Qualification Criteria:

   a) Manufacturing Company as listed in approved makes or the authorized dealers of approved make shall be eligible to apply.

   b) Bidders who fulfill the following requirements are eligible to participate in this tender. The Joint Ventures are not accepted.

      i) The bidders must have experience of having completed / Substantially completed “similar works” during the last seven (7) years ending last day of the month previous to the one in which applications invited should be either of the following:

         Three similar works, each costing not less than the amount equal to forty percent (40%) of estimated cost put to the tender.
         OR
         Two similar works, each costing not less than the amount equal to sixty percent (60%) of estimated cost put to the tender.
         OR
         One similar work of aggregate cost not less than the amount equal to eighty percent (80%) of estimated cost put to the tender.

         The “similar works” shall mean Experience in Supply, Installation, Testing, Commissioning of Modular Operation Theatre for Hospital.
The experience certificate in this regard should be issued by officer not below the rank of Executive Engineer/Project Manager/Unit Officer.

ii) The substantially completed works shall be the works where at least ninety percent (90%) billing of total awarded value has been achieved. The certified bill value of work by client/certificate issued from client shall form the basis of evaluation.

iii) For evaluation purpose, the completion cost of works mentioned in the Completion Certificate shall be enhanced by seven percent (7%) per annum till the end of month prior to date of NIT. The cost of free issue materials shall not be included in the completion cost of works.

c) Should have average annual financial turnover amounting at least Fifty percent (50%) of the estimated cost of the work during the last three consecutive financial years ending on 31.03.2018 duly certified by a Chartered Accountant.

d) Should not have incurred any loss in more than two years during the immediate last five consecutive financial years, ending 31.03.2018, Audited copies of balance sheet, statement of profit & loss and certificate from Chartered Accountant for respective financial years to be submitted.

e) Should have a solvency of forty percent (40%) of estimated cost issued by their bankers. The Solvency certificate should not have been issued earlier than 6 (Six) months of last date of submission of tender.

f) Should have valid PAN (Permanent Account Number of Income Tax) & GST Registration no. (copies of documentary evidence to be submitted).

g) Should have valid PF Registration number. It is also desired that bidder should have valid GST Registration number in the State of Odisha. In case the bidder does not have valid PF Registration number and GST registration number (in the State of Odisha), the same shall be obtained by the successful bidder within one month from the date of LOI.

h) If Dealer is participating in the tender, the authorized dealership letter from the manufacturer (OEM) of approved makes needs to be submitted.

i) Bidding Capacity: The bidding capacity of the bidder 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 job executed in any one year during the last five years taking into account the Completed as well as works in progress ending last day of the month previous to the one in which applications invited.

- \( N \) = Number of years prescribed for completion of job for which bids have been invited.
B = Value of existing commitments and ongoing jobs to be completed during the period of completion of work for which bids have been invited.

The Tenderers are requested to furnish the existing commitments on jobs under execution along with stipulated period for completion of remaining each of the jobs in an affidavit on a non-judicial stamp paper for a value of Rs. 100/- as per the Proforma in Annexure –A (enclosed).

j) Bidders who intend to get exemption from submission of Tender fee and EMD shall 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) certificate in the appropriate category and limit as applicable under the present tender to be enclosed in Technical Bid and a request letter for exemption from submission of Tender fee and EMD.

k) The experience certificates issued by Government Organizations / Semi Government Organizations / State Government Public Works Department / Central Government / Public Sector Undertakings / Autonomous Bodies/ Municipal Bodies/ Public Limited Companies listed on BSE/NSE and Private Party shall be accepted for assessing the eligibility of tender. However, the certificates issued by a Public Limited Company & Private Party must be supported by TDS certificates/Turnover Certificate from Chattered Accountant in support of value of job executed by the bidder.

Relevant Experience certificates and other documents as mentioned above fulfill the qualifying criteria duly self attested by the tenderer shall be enclosed in Envelope-I. The 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. The tender of any bidder shall be rejected if on detailed scrutiny, documents submitted along with the tender are found to be unsatisfactory. The decision of EPI in this regard shall be final and binding on the bidder.

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.

2.1 Notwithstanding anything stated above, EPI reserves the right to assess the bidder’s capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of EPI.
The credentials of the Bidders shall be verified and if required inspection of the works to be carried out by EPI and in case found not satisfactory, their bid will be considered non-responsive.

3.0 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 TCIL portal: www.tcil-india-electronictender.com.

3.1 Volume – I:

Notice Inviting Tender (NIT), Bid Capacity, Special Instructions to Bidders for e-Tendering, Instructions to Tenderer (Supplier), Addendum to ITT (Supplier), General Purchase Conditions (GPC), Bidder Information, Form of Tender, Memorandum, Letter of Undertaking, Proforma for Indemnity Bond & Proforma for Bank Guarantee towards EMD. Proforma for Affidavit, Proforma for Security Deposit cum Performance Bank Guarantee and Integrity Pact.

3.2 Volume – II:

Additional Purchase Contract (APC), Approved Makes, Technical Specification & Tender Drawing.

3.3 Volume – III:

Bill of Quantity cum Quoting Sheet.

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

5.0 Interested bidders have to necessarily register themselves on the portal https://www.tcil-india-electronictender.com through M/s Tele Communications 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, 98683 93717/75/92
Email-ID: ets_support@tcil-india.com

They may obtain further information regarding this tender from GGM (MMD) at the address given at Clause No.21.0 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 https://www.tcil-india-electronictender.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.

6.0 Bidders can download the bid document from the portal without paying tender fees in advance, any time from 10:00 Hrs 01.05.2019. 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 20,000/- (Rupees Twenty Thousand Only) plus GST @ 18% (i.e. Rs. 23,600/-) as non-refundable document fees in the form of Demand Draft in favour of “Engineering Projects (India) Ltd.” payable at Kolkata. However, tenders submitted without or insufficient tender fees shall be rejected.

The GSTIN of EPI for Kolkata is 19AAACE0061C1C1ZA. The ETS Bidding fee to be paid to TCIL is separate.

7.0 E-Bids must be submitted/uploaded along with scanned copies of relevant documents as mentioned at clause no 2 & of “Instructions to Bidder” 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 & time of online bid submission. Late bids will not be accepted. Under the above procedure, only 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 scheduled date & 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 for technically qualified bidders.

The bid must be accompanied by an Earnest Money Deposit (EMD) of Rs 14,74,830.00 (Rupees Fourteen Lakh Seventy Four Thousand Eight Hundred Thirty 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 favouring “Engineering Projects (India) Ltd.”, payable at Kolkata or in the form of Bank guarantee of any Nationalized Bank/Scheduled Banks, in accordance with the prescribed Performa, favouring “Engineering Projects (India) Ltd.”. The EMD shall be valid for minimum period of 150 days (One Hundred Fifty days) from the last day of submission of tender. Tenders submitted without EMD or inadequate amount of EMD shall be rejected.

Tender fee, EMD (In original), and Power of Attorney, affidavit of NIT, Integrity Pact, NSIC certificate as per Clause No. 2(j) 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 Clause No. 21 below on or before last date and time of online bid.

Signature of Contractor

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Modular Operation Theatre
submission. 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.

8.0 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.

9.0 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 www.tcil-india-electronic.tender.com. The bidders are required to check these websites regularly for this purpose, to take into account before submission of tender. All Corrigendum and addendum are to be submitted duly signed & stamped with tender documents as bid Annexure.

10.0 All corrigendum and addendum shall be part of the tender document and are to be submitted duly signed and stamped by tenderer. Even if tenderer fails to submit corrigendum and addendum duly signed by him, it will be deemed that the tenderer have gone through such corrigendum /addendum, if any, and no claim shall be entertained by EPI on account of any omission /error on his part.

11.0 The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. However, it is made clear that the offer of the L-1 bidder shall be accepted subject to the confirmation of authenticity of the PQ documents/BG from the concerned department/bank.

12.0 EPI reserves the right to accept any tender or ask clarifications 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 at any stage.

13.0 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.

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and EPI will in no case be responsible or liable for those costs regardless the conduct or outcome of the tender process.

14.0 It is the responsibility of the Bidder to ensure that their Bid document shall reach the designated office within the stipulated date and time. In case the Bid document is sent by post or by courier, the time and date of depositing the Bid document at the office shall have to be countersigned by a responsible officer of the office. Engineering Projects (India) Limited, Kolkata will not undertake any responsibility whatsoever for postal delay in process of submission of Bid.
15.0 The Integrity Pact shall be typed or written in indelible ink, shall be signed sealed by the bidder or authorized representative and submitted along with Technical Bid.

16.0 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder’s risk and may result in the rejection of its bid.

17.0 Bidder’s Confirmation

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

All corrections / cuttings are to be signed by the bidder.

False Statement

In case any of the credentials are provided to false/ fabricated, not only tender will be rejected but EMD shall also be forfeited and action shall be initiated to debar the bidder for future participation in EPIL tender.

In case, at a later stage, it is found that the Bidder has submitted incorrect, false details and credentials resulting in apprehensions on the capabilities of Bidder with regard to quality & timely completion of works, financial capabilities etc. EPI can terminate this agreement solely at their option. In this eventuality the Bidder shall be liable for the losses suffered by EPI/NTPC and further Bidder shall have no claim on EPI/NTPC, whatsoever.

18.0 Bids from authorized dealers without proper authorization from the manufacturers shall be treated as non-responsive and shall be rejected.

The tender/bid of any tenderer/bidder shall be rejected if in the detailed scrutiny documents submitted along with the tender/bid are found to be unsatisfactory / forged. The decision of EPI in this regard shall be final and binding on the tenderer/bidder.

No bidder will be allowed at anytime on any ground whatsoever, to claim revision of or modification in the rates quoted by him. The representation of the bidder that computation / typographical or clerical error etc. has been committed in the bid and request for reversion on such plea shall not be entertained after opening of the bid.

19.0 Validity of Tender

The Tender for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of Price Bid of Tenders. The earnest money will
be forfeited without any prejudice to any right or remedy, in case the Bidder withdraws his Tender during the validity period or in case he changes his offer to his benefits, which are not acceptable to EPI. The validity period may be extended on mutual consent.

20.0 Contract Agreement

The Bidder shall enter into a Contract Agreement with EPI within 10 days of the date of Letter of Intent or within such extended time, as may be granted by EPI. The cost of stamp papers, stamp duty, registration, if applicable on the contract, shall be borne by the Bidder. In case, the Bidder does not sign the agreement as above or does not start the job within 07 days of the issue of letter of intent, his earnest money is liable to be forfeited and letter of intent consequently will stand withdrawn.

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

Group General Manager (MMD)
Engineering Projects (India) Ltd.
9th Floor, 50 Chowringhee Road
Kolkata-700 071
Phone: +91 33 2282 4426
Fax: +91 33 2282 4428
Email Id: ero@engineeringprojects.com

Contact details for site related Queries / Visit:

Shri Samik Mistry (General Manager)
Engineering Projects (I) Limited
50, Chowringhee Road
Kolkata-700071
Contact No. 033-2282-2502.

For more information on EPI, visit our website at:

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

GGM (MMD)
Date: 30.04.2019
**BID CAPACITY**

**NAME OF THE WORK:** Tender for the “Supply, Installation, Testing, Commissioning and Handing Over of Modular Operation Theatre for Medical College and Hospital at Sundargarh Odisha”.

**NIT No:** ERO/MMD/731/1103 dtd. 30.04.2019

**ESTIMATED COST:** Rs. 7,37,41,505.00

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

\[
\text{Bidding Capacity} = \left[ \frac{A \times N \times 2}{1} \right] - B
\]

Where,
- \(A\) = Maximum value of job executed in any one year during the last five years taking into account the Completed as well as works in progress ending last day of the month previous to the one in which applications invited.
- \(N\) = Number of years prescribed for completion of supply job for which bids have been invited
- \(B\) = Value of existing commitments and ongoing job to be completed during the period of completion of job 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 during Four months (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<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 Completion period (4 months) of works as per NIT.

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
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-electronic tender.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 ‘FreeCopy 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].

**Registration**

To use the Electronic Tender® portal https://www.tcil-india-electronic.tender.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.

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.

**TCIL/ ETS Helpdesk**

<table>
<thead>
<tr>
<th>Telephone/ Mobile</th>
<th>Customer Support: 011-26241790 (multiple lines)</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Emergency Mobile Numbers: +91-9868393775,</td>
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<td>9868393717, 9868393792</td>
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<td>E-mail ID</td>
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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.

Group General Manager (MMD)
Engineering Projects (India) Ltd.
9th Floor, 50 Chowringhee Road
Kolkata-700 071

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

1) Original copy of the Tender Fee of Rs. 20,000/- (Rupees Twenty Thousand only) plus GST @ 18% (i.e Rs. 23,660/-) in form of Demand Draft.
2) Original copy of the EMD of 14,74,830.00 (Rupees Fourteen Lakh Seventy Four Thousand Eight Hundred Thirty Only) in the form of a Bank Guarantee/Demand Draft.
3) Original copy of the letter of authorization shall be indicated by written power-of-attorney.
4) Documentary evidence with regard to registration with NSIC as mentioned in Clause No.2 (j) of NIT for tender fees & EMD waiver.
5) 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-Annexure during Online Bid-Submission in addition to PQ documents listed in NIT Clause no.2(a) to 2(k).

Note: Bidders are required to pay applicable ETS bidding fees online 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 (e.g. 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 (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. 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) [i.e. 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.
ENGINEERING PROJECTS (INDIA) LIMITED  
(A Govt. of India Enterprise)  

INSTRUCTIONS TO TENDERERS (SUPPLIERS) 

1. Sealed tenders in the prescribed form are invited by Engineering Projects (India) Limited, Kolkata. 

2. The tenderer is requested to sign each page of tender document and return the complete tender documents. 

3. Tenders shall be submitted in sealed envelope marked with ‘Title’, ‘Number’ and ‘Last Date of receipt of Tender’ for the items as given in the ‘Covering Letter inviting Tender’ at the following address by Registered Post or through messenger within the last date of receipt of tender given in the letter inviting Tender: 

   The Group General Manager  
   Engineering Projects (India) Ltd.  
   9th Floor, 50 Chowringhee Road  
   Kolkata-700 071  
   Phone: +91 33 2282 4426 

4. The tenderer is required to submit their offer in 2 separate sealed and super scribed envelopes indicating the following:- 

   1st Envelope (Techno-Commercial Bid) 

   The tenderers are requested to furnish the documents as required in Clause No. 25 in respect of the credentials of the tenderer in this envelope. 

   In this envelope the tenderer should also keep the complete tender documents duly signed and stamped by them on each page as their acceptance, deviation sheet and unpriced copy of price bid and super scribe the envelope with “Techno-Commercial Bid”. 

   2nd Envelope (Price Bid) 

   The form of Price Bid duly filled in with the item rates both in words and figures in the same form as issued to tenderers should be submitted in this envelope, with superscription “Price Bid” No terms and conditions or deviations if any or any other thing should be kept in this envelope. 

   The sealed price bid of such tenderers who are found suitable on scrutiny of documents furnished by them i.e. pre-qualification and Technically acceptable shall only be opened. 

   The tenders of all such parties, who are not found suitable shall not be considered and their earnest money deposit will be returned. 

   The two envelopes should be enclosed again in a sealed cover super scribed as mentioned in Para. – 3. 

5. The bidders should quote in words as well as in figures the item rates quoted by them. In absence of which the Bids may not be considered and are likely to be rejected. The amount of each item should be worked out and requisite totals given. 

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All corrections/cuttings should be signed by the tenderer. Each page of the tender should be signed by the tenderer. In the event of discrepancy between rate in figures and words the rate quoted in words shall be treated as correct. In case there is discrepancy between rate and amount worked out the rate quoted shall be taken as correct and not the amount.

6. EPI takes no responsibility for tenders lost/delayed in postal transit and therefore, tenderers should lodge their tenders sufficiently in advance.

7. Tenders shall be accompanied by Earnest Money Deposit for the amount indicated in the ‘Covering Letter inviting Tender’ in the form of crossed Demand Draft drawn in favour of Engineering Projects (India) Ltd., payable at Kolkata or Bank Guarantee from a Nationalized Bank/Scheduled Bank in the prescribed enclosed performa valid for 150 days from the due date of tender. Tender not accompanied with Earnest Money are liable to be rejected.

This must be submitted in 1st envelope super scribed as “Techno-Commercial”. The tenderer must not keep Earnest Money with Price Bid in 2nd envelope.

8. The EPI’s format for Bank Guarantee towards ‘Earnest Money Deposit’ and “Security Deposit cum Performance Guarantee” is enclosed herewith.

9. EPI reserves the right to postpone the tender due date and issue required amendment, if any. There will be no public tender opening. However, selected tenderers may be called for discussions/clarifications after the tenders have been scrutinized.

10. Earnest Money shall be returned to the unsuccessful tenderer after decision has been taken on award of the contract.

11. Earnest Money of the successful tenderer shall be converted in to a part of the security deposit/returned on receipt of Security Deposit and unconditional acceptance of the order.

12. 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.

   a) In case of Sole Proprietorship, an affidavit of Sole Proprietorship and if the tender is signed by any other person Power of Attorney by the Sole Proprietor in favour of signatory.

   b) In case of Partnership, if document is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the documents authorizing him to sign the documents. The person signing the documents should also have a specific authority to refer disputes with the partnership firm to arbitration.

   c) In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.

13. The tenderer shall furnish the name (s) and designation of relative (s) if any, employed by EPI.

14. Tenders with following discrepancies are liable for rejections;
a) Tenders with over-written or erased rates or rates and amounts not written in both figures and words.

b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for.

c) Tender received after specified date/time whether due to postal or other delays.

d) Tender in respect of which canvassing in any form is resorted to by the tenderer.

e) If the tenderer deliberately gives wrong information in his tender or resorts to unfair methods in creating circumstances for the acceptance of his tender, EPI reserves the right to reject such tender at any stage.

15. No deviation shall be allowed from the terms and conditions stipulated in the tender documents and tender containing deviations are liable to be rejected. Deviations, if insisted upon must be specified in a separate ‘Deviation Sheet’ and kept in 1st envelope along with techno-commercial bid, otherwise, the tenderer shall be deemed to have accepted all conditions specified in these tender documents. Normally no deviation is accepted.

16. EPI reserves the right split the order.

17. The tender shall remain open for acceptance for a period of 90 days from the due date for receiving the tender by EPI. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable, Engineering Projects (India) Limited without prejudice to any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.

18. These instructions to tenderers shall form part of the tender documents.

19. Successful tenderer must furnish Security Deposit as specified in tender documents within the time specified in the letter-communicating acceptance of his offer failing which the Earnest Money will be forfeited. The successful tenderer may also be required to enter into a contract agreement with EPI.

20. Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & condition and specifications etc. No claim within the purview of this clause shall be entertained at any stage.

21. EPI reserves the right to reject any or all tenders without assigning any reasons thereof and does not bind itself to accept the lowest tender.

22. In case the tender cannot be submitted for any reasons the complete set of Tender Documents in full shall be returned promptly but not later than 15 days from the due date to the address mentioned above for submitting the tender failing which the defaulting tenderer may not be considered for issue of future enquiries by EPI.

23. The order shall be governed by the Indian Laws for the time being in force.

24. Jurisdiction: All disputes shall be subject to Kolkata Courts alone.
25. Tenderer shall submit the following documents in respect of their credentials along with their tender in the 'first envelope'.

a) List of orders of similar items executed during the last 5 years indicating name of the client, value, date of order and delivery.

b) List of order under execution indicating name of the client, value, date of order and delivery.

c) Audited balance sheet and profit and loss account for the last 3 years.

d) Registration Certificate/Memorandum of Association/Partnership Deed.

e) Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings, etc.

f) Sales Tax Clearance Certificate.

Seal and signature of the tenderer
ADDENDUM TO “INSTRUCTIONS TO TENDERER (SUPPLIERS)”

The following addendum of ITT (Supplier) shall be read in conjunction with Instruction to Tenderer (Supplier) if there are any provisions of addendum to Instruction to Tenderer (Supplier) which are act variance with the provision of Instruction to Tenderer (Supplier), the provision in those addendum shall take precedence.

1.0 CLAUSE NO. 1 of Instructions to Tenderers (Suppliers) stands amended as below:

Tender shall be submitted through e-Bids only. Kindly refer “Special instructions to Bidders for e-Tendering” for downloading & uploading of tender documents as per NIT.

2.0 CLAUSE NO. 2 of Instructions to Tenderers (Suppliers) stands amended as below:

The tenderer is requested to sign & stamp each page of tender document and upload the complete tender documents as per NIT.

3.0 CLAUSE NO. 3 of Instructions to Tenderers (Suppliers) stands amended as below:

Tenders shall be submitted through e-Bids only. Kindly refer “Special instructions to Bidders for e-Tendering” for downloading & uploading of tender documents as per NIT.

4.0 CLAUSE NO. 4 of Instructions to Tenderers (Suppliers) stands amended as below:

Offline Submissions:

The tenderer are also 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.

The tenderer is required to submit their offer online in 2 separate envelopes indicating the following:

1st Envelope (Techno-Commercial Bid)

The tenderers are requested to upload the documents as required in “Notice Inviting Tender” Clause No. 2.0 and as per Clause No. 12.00 of Addendum to ITT in respect of the credentials of the tenderer in this envelope.

In this envelope the tenderer should also enclose the complete tender documents duly signed and stamped by them on each page as their acceptance, and unpriced copy of price bid. Deviations if any, to be submitted in this envelope.

Tenderer 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 Envelope-1 and a request letter for exemption from
submission of Tender fee and EMD.

2nd Envelope (Price Bid)

The form of Price Bid duly filled in with the item wise percentage rate and amount above / below / par both in words and figures in the same form as issued to tenderers should be enclosed in this envelope with superscription "Price Bid". No terms and conditions or deviations if any or any other thing should be kept in this envelope.

The price bid of such tenderers who are found suitable on scrutiny of documents furnished by them i.e. pre-qualification and technically acceptable shall only be opened. The tenders of all such parties, who are not found suitable shall not be considered and their earnest money deposit will be returned.

4.1 First the Envelope-1 of the tenderer shall be opened. Tenderers who unconditionally accept the tender conditions, deposit the required Earnest Money and whose Techno-Commercial Bid along with PQ Documents are found suitable shall be considered for the opening of their Price Bid and Envelope-2 of such tenderers shall only be opened. The Tenders not accompanied by requisite Earnest Money and / or not conveying un-conditional acceptance of tender conditions or whose Techno-Commercial Bid and PQ Documents are not found suitable shall be rejected and such tenderer shall not be allowed to attend Price Bid opening i.e. opening of Envelope-2.

4.2 Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in / along with the 'Price-Bid' / Tender.

4.3 In case the condition 4.2 mentioned above is found violated at any time after opening of Tender, the 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

5.0 CLAUSE NO. 5 of Instructions to Tenderers (Suppliers) stands amended as below:

5.1 In case of Item wise percentage rate tender, the tenderer shall fill up in the bill of quantities separate percentage “below/above/Par” for each of individual items.

5.2 In case of item wise percentage rate tenders, the tenderer shall also work out the total amount of his offer after adding percentage (plus or minus) over the total schedule amount and the same should be written in figures as well as in words.

5.3 In case of item wise percentage rate tenders, only percentage quoted shall be considered above / below / par. Any tender containing item rates is liable to be rejected. Percentage quoted by the tenderer in Percentage Rate Tender shall be accurately filled in figures and words. All corrections/cuttings should be signed by the tenderer. Each page of the Tender should be signed by the tenderer. In the event of discrepancy between percentage rate in figures and words, the percentage rate quoted in words shall be treated as correct. In case there is discrepancy between percentage rate and amount worked out the percentage rate quoted shall be taken as correct and not the amount. For any other discrepancy, the decision of Tender Scrutiny Committee of EPI shall be final & binding on the tenderer including rejection of Tender and forfeiture of EMD.

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5.4 The bidder should quote in words as well as in figures the item wise percentage and amount above / below / par quoted by them. In absence of which the bids may not be considered and are likely to be rejected. The summary sheet is to be filled up by the bidders and total to be mentioned.

6.0 CLAUSE NO. 7 of Instructions to Tenderers (Suppliers) stands amended as below:

Earnest Money deposit for the amount indicated in the ‘Notice Inviting Tender’ required to be submitted shall be in the form of crossed Demand Draft drawn in favour of “Engineering Projects (India) Ltd.” payable at Kolkata or Bank Guarantee from a Nationalized Bank / Schedule Bank in the prescribed enclosed proforma valid for 150 days (One Hundred Fifty Days) from the due date of tender. Tender not accompanied with Earnest Money shall be rejected.

7.0 CLAUSE NO. 11 of Instructions to Tenderers (Suppliers) stands deleted.

8.0 CLAUSE NO. 15 of Instructions to Tenderers (Suppliers) amended as below:

No deviation shall be allowed from the terms and conditions stipulated in the tender documents and tender containing deviations are liable to be rejected.

9.0 CLAUSE NO. 16 of Instructions to Tenderers (Suppliers) is amended as below:

EPI reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The tenderer is bound to accept the portion of work as offered by EPI after split up at the quoted / negotiated rates.

10.0 CLAUSE NO. 17 of Instructions to Tenderers (Suppliers) stands amended as below:

The tender shall remain open for acceptance for a period of 90 days from the date of opening of price bid of the tenderer by EPI. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender, Engineering Projects (India) Limited without prejudice to any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.

11.0 CLAUSE NO. 22 of Instructions to Tenderers (Suppliers) stands deleted.

12.0 CLAUSE NO. 25 modified as below:

Tenderer shall submit the following documents in respect of their credentials along with their tender in the ‘first envelope’.

a. List of works executed during the last 7 years indicating name of the Client, value, date of start and completion.
b. List of works under execution indicating name of the Client, Total Contract Value, Value of balance work in hand, date of start and completion.
c. Details of similar works executed.
d. Audited balance sheets and profit and loss accounts along with schedules for the last 5 years ending in 31.03.2018.
e. Copy of latest Income Tax returns filed along with PAN.
f. Credentials and completion certificates.
g. Registration Certificate/Memorandum and Articles of Association/Partnership Deed/ Affidavit.
h. Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings, etc.
i. Latest Solvency certificate from Nationalized / Scheduled Bank.
j. GSTIN Registration Certificate.
k. Any other document as stipulated above and in “Tender Documents”

13.0 The Tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modification(s) shall be rejected.

14.0 The witnesses to the Tender / Contract Agreement shall be other than the bidder /bidders competing for this work and must indicate full name, address, status /occupation with dated signatures.

15.0 The acceptance of Tender will rest with EPI. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

16.0 On acceptance of Tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from Engineer-In-Charge or its authorized representative shall be intimated by the Contractor within seven (7) days of issue date of telegram / letter / telex / fax of Intent by EPI.

17.0 No employee of EPI of the rank of Assistant Manager and above is allowed to work as a Contractor or as an employee of a Bidder having interest in EPI for a period of two years after his retirement/relief from the service of EPI, without the prior permission of EPI in writing. This contract is liable to be cancelled if either the Bidder or any of his employee is found at any time to be such a person who had not obtained the permission of EPI as aforesaid before submission of the Tender or engagement in the Bidder service.

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

19.0 Transfer of bid documents purchased by one intending bidder to another is not permissible.

20.0 No interest will be payable by EPI on the said amount covered under EMD / other Security Documents.

21.0 EPI reserves the right to finalize part order with part items at the quoted / negotiated rates of those part items. The tenderer shall quote the price of each item accordingly.

Signature of Contractor

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22.0 Canvassing whether directly or indirectly in connection with Tenders is strictly prohibited and the Tenders submitted by the Bidders who resort to canvassing will be liable to rejection.

23.0 The tenderer shall not be permitted to Tender for works if his near relative is posted as an Assistant Manager or any higher ranks in the concerned Regional Office of EPI. The Bidder shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in EPI. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the Bidder from tendering for future works under EPI.

24.0 The Tender award, execution and completion of work shall be governed by Tender Documents consisting of (but not limited to) Letter of Intent / Letter of work Order, Bill of Quantities, Additional Purchase Conditions of Contract, General Purchase Conditions (GPC), Specifications, Drawings, etc. The bidders shall be deemed to have gone through the various conditions and clauses of the Tender and visited the site and satisfied itself with site conditions including accessibility, storage of material, all handling fixing / assembly till final placing, etc. or any other condition which in the opinion of Bidder will affect his price / rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained by EPI.

All other provisions of “Instructions to Tenderers (Suppliers)” shall remain unchanged.
1. **Definition**

1.1 The Buyer means Engineering Projects (India) Limited, a Company in corporate in India and having its registered office and Corporate Office at Core 3, Scope Complex, Lodi Road, New Delhi-110003.

1.2 ‘Supplier’ means the tenderer/bidder whose tender has been accepted and shall include his it’s / their heirs, executors, administrators or successors and permitted agents as the case may be.

1.3 ‘Purchase Order’ means the letter of memorandum, communicating to the supplier, the acceptance of his tender and includes an advance acceptance of his tender.

1.4 ‘Consignee’ means where the stores are required by the purchase order to be dispatched by rail, road, air or steamer, the person specified in the Purchase Order to whom they are to be delivered at the destination, where the stores are required by the Purchase Order to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other person and in any other case the person to whom the stores are required by the Purchase Order to be delivered in the manner specified therein.

1.5 ‘Inspectors’: Inspectors deputed by BUYER.

2. **Terms & Expressions**

Terms & expressions not here in defined shall have the same meanings as assigned to them in the Indian Sales of Goods Act, 1930, Indian Contract Act, 1872 and General Clause Act, 1897.

3. **Prices**

Prices accepted by the BUYER shall be considered as firm and not subject to escalation due to any variations in the prices of materials, labour and/or any other reasons who so ever which may occur while the order is being carried out.
4. **Payment Terms**

   Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in accordance with instruction given in the purchase order by a cheque or demand draft in accordance with the following procedure.

4.1 90% of the price of the equipment/material shall be paid on proof of dispatch to the consignee through bank or delivery to an interim consignee, if any, and on production of Inspection Note issued by the Inspector, Maker's Test Certificate, the number- and Date of the Railway receipt, postal receipt, Date of the Railway receipt, postal receipt, bill of lading or consignment note under which the goods charged for in the bill are dispatched by rail, post, sea or air respectively and the number and date of the letter with which such railway receipt, post receipt, bill of lading shall also be attached to the bill and in the case of stores dispatched by post, the postal receipt shall be attached in original to the bill. The bank charges shall be borne by the supplier.

4.2 Balance 10% of price of equipment/material shall be released within 30 days after expiry of the warranty period as per Clause No.17.

5. **Insurance to be arranged by BUYER.**

6. **Inspection, Checking, Testing**

   The stores covered by the Purchase Order shall be subject to preliminary inspection and testing at any time prior to shipment and /or dispatch and final inspection within a reasonable time after arrival at the place of delivery. The Inspector shall have the right to carry out the inspection and testing which include raw materials at manufacturer's work and at the time of actual dispatch before and after completion of packing.

   The supplier shall inform the BUYER at least 21 days in advance of the exact place, date and time of rendering the stores for required inspection, provide free access to Inspectors during normal working hours at supplier's or his/ its sub-supplier's works and places at their disposal, internal test reports, material /component test certificates, approved drawings and all useful means of performing, checking, marking, testing, inspection and final stamping at his own expenses. Stores offered without internal testing shall be treated as a lapse on the part of supplier.

   If, after receiving inspection call from the supplier /manufacturer the inspector on reaching the works finds that the equipment /materials offered for inspection is not fully ready or fails to meet vital requirements, it will be deemed to be a fake inspection call. Issue of a fake inspection call shall be treated as a serious lapse on the part of the supplier.

   In the event of rejection of stores due to defective workmanship /material /design or fake inspection call, the stores would be offered for re-inspection at the earliest. The BUYER shall have the right to deduct the cost of re-inspection from the supplier's invoices.
Even if inspections and tests are fully carried out, supplier shall not be absolved to any degree from their responsibilities to ensure that stores supplied, comply strictly with requirements, of the purchase order at the time of delivery, inspection on arrival at site, after its erection or start-up and guarantee period.

In any case, the stores must be strictly in accordance with the Purchase order failing which the BUYER shall have the right to reject goods and hold the supplier liable for non-performance of contract.

7. **Maker’s Test Certificate:**

Maker’s Test Certificate shall be supplied by the supplier at the time of inspections. Failure to comply may cause delay in the issue of certificate of inspections and consequent delay in delivery and payment.

8. **Packing, Marking and Painting:**

   a) The stores shall be dispatched by the supplier adequately packed in appropriate packing which should be suitable for sea and in land carriage and ensure complete safety of goods from any kind of damage in transport both on sea and land and all equipment should be properly lubricated.

   b) Each package shall contain packing list in English. Each packing shall bear the following marking in English, in indelible paint:

   (i) Address of the Ultimate Consignee (ii)Address of the Interim Consignee, if any (iii)Name of Railway Station for ultimate and interim consignee, (iv)Supplier's name (v)Name of Equipment (vi)Railway Station from where dispatched (vii)Purchase Order No. & Date (viii)Package Number (ix)Gross Weight in Kg (x)Net Weight in Kg. (xi)Outer Dimension in Cms. (xii) 'TOP' 'Do NOT TURN OVER' 'HANDLE WITH CARE' etc.

The package shall indicate the centre of gravity with a red vertical line, wherever required, together with marking for slings.

The package which cannot be so marked shall have metal tags with the above marking on them. As far as possible, size of packing shall remain within the permissible limit allowed by the Indian Railways. If this is not possible, timely information will be given and necessary over dimension sanction obtained.

9. **Security Deposit:**

The successful tenderer shall be required to furnish security deposit equal to 5% of the value of the contract within 7 days from the date of intimation of the acceptance of Purchase Order for due and proper fulfillment of the contract. The security deposit is to be deposited in the form of unconditional irrevocable bank guarantee from a Nationalized Bank (if from any other bank the bank guarantee should be duly counter signed by State Bank /Reserve Bank). The bank guarantee should remain valid till completion of supplies.
10. **Dispatch Instructions:**

Dispatches of stores will be arranged by Public Tariff rates. In case of FOR Station of Dispatch stores shall be booked at full wagon rates whenever available and by the most economical route or by most economical tariff available. Failure to do so will render the supplier liable for any avoidable expenditure caused to the BUYER.

11. **Assembly, after sales service and training:**

IF required by the BUYER the supplier shall be fully responsible for the assembly of the equipment at destination site and completeness of the machinery from the angle of its end use.

The supplier shall provide necessary "After Sales Service" and also impart training to the Consignee’s staff in the operation and maintenance of the equipment free of cost to the satisfaction of the consignee. Furthermore, all tools and plants particularly heavy cranes, which are generally used as well as semi-skilled and unskilled labour for the assembly of such machinery will be provided by the BUYER free of cost to the supplier with consumable stores, like fuel, oil, lubricants, battery acids, cotton waste, grease etc., free of cost for the purpose of starting the machines, testing and putting them in to good working order.

12. **Respect of Delivery Date:**

The time and delivery date as agreed to between the BUYER and Supplier shall be the essence of the contract. No variation shall be permitted, except with prior authorization in writing from the Buyer. Goods should be delivered securely packed and in good order and conditions at the place and within the time specified for their delivery.

13. **Penalty for late deliveries:**

The time and date of delivery of stores, materials, equipment as agreed to shall be deemed to be the essence of the contract. In case of delay in execution of the order beyond the date of delivery as agreed to for any reason, the BUYER shall recover from the supplier as penalty a sum equivalent to zero point five percentage (0.5%) of the value of the entire contract for every week of delay or part thereof limited to an aggregate of five (5%).

14. **Risk Purchase on Default**

In case of default on the part of the supplier to supply all the stores or part thereof covered by the contract upto the standard /specifications within the contractual delivery period stipulated in the contract, the BUYER shall have the right to purchase such stores or other of similar description at the risk and cost of the supplier. However, supplier shall be liable to pay penalty under Clause13 above for resultant delay.
15. **Delay due to force majeure**

If any time during the continuance of the contract the performance in whole or part by either party on any obligation under the contract shall be prevented or delayed by reason of any war, hostility, explosions, epidemics, quarantine restrictions, or other acts of God, then provided, notice of the happening of any such event is given by either party to the other within twenty one (21) days from the date of occurrence thereof, neither party shall be reason of such event been titled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the Chairman and Managing Director, EPI, New Delhi as to whether the deliveries so resumed shall be final and binding on both the parties. Incase Force Majeure Condition persists for a period exceeding sixty (60) days, either party may at its option terminate the contract.

BUYER shall be at liberty to take over from the supplier at a price to be fixed by the Chairman and Managing Director, EPI, New Delhi which shall be the final, all unused, undamaged and acceptable material, bought out components and stores in course of manufacture in the possession of the supplier at the time of such termination or portion thereof as the BUYER may deem fit.

16. **Rejection, Removal of Rejected Goods and Replacement**

In case the testing and inspection at any stage by inspectors reveal that the equipment, material and workmanship do not comply with the specifications and requirements, the same shall be removed by the Supplier at his /its own expenses and risk within the time allowed by the BUYER. The BUYER shall be at liberty to dispose of such rejected goods in such manner as he may think appropriate, in the event the supplier fails to remove the rejected goods within the period as aforesaid. All expenses incurred by the BUYER for such disposal shall be to the account of the supplier. The freight paid by the BUYER, if any, on the inward journey of the rejected material shall be reimbursed by the supplier to the BUYER before the rejected materials are removed by the Supplier. The supplier will have to proceed with the replacement of that equipment or part of equipment without claiming any extra payment if so required by the BUYER. The time taken for replacement in such event will not be added to the contractual delivery period.

17. **Warranty**

The supplier shall warrant that every material /plant, machinery and equipment to be supplied be new and free from all defects and faults in design, material, workmanship and manufacture and shall be of the highest quality.
The items should be consistent with the established, recognized or stipulated standards for material of the type usually used for the purpose and in full conformity with the specifications and drawings or samples, if any. Equipment offered must be capable, during operation, of withstanding extreme dusty, wet, humid and sultry conditions. The warranty shall continue not withstanding inspection, payment, acceptance of tendered equipment and shall expire except in respect of complaints notified to supplier prior to such date within 12months from the date of commissioning or 18months from the date of dispatch whichever is earlier.

18. Performance Guarantee

The supplier shall guarantee that any/all material used in execution of the Purchase Order shall be in strict compliance with characteristics requirements and specifications agreed upon and that same shall be free from any defects.

The supplier shall guarantee that all material and equipment shall be repaired or replaced as the case may be at his own expense in case the same have been found to be defective in respect of material, workmanship or smooth and rated operation within a period of 12months after the same has been put in service or 18months from the date of dispatch of last consignment, whichever is earlier. The guarantee period for the replacement parts shall be 12months starting from the date on which the replacement parts are commissioned. Acceptance by the BUYER or his inspectors of any equipment and materials or their replacement will not relieve the supplier of his/its responsibility concerning the above guarantee.

19. Indemnity

The supplier shall at all times indemnify the BUYER against all claims which may be made in respect of stores for infringement of any right protected by patent, registration of design or trademark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the BUYER, the BUYER shall notify the supplier of the same and the supplier shall at his own expense either settle any such dispute or conduct any litigation that may arise there from.

The supplier shall not be liable for payment of any royalty, license fee or other expenses in respect of or for making of patents or designs with respect to which he is, according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of the patent or trade mark of fulfillment of the contract.

20. Spare Parts

The supplier shall furnish itemized and priced list of spare parts required for two (2) years normal operation of the equipment along with the quotation.
21. Drawings

The supplier shall furnish the general arrangements and dimensional drawings in three sets within four weeks from date of placement of order.

22. Literature of Equipment

Following literature and documents for the equipment shall be supplied in five copies each free of cost along with the equipment,

(a) Operator's instructions  
(b) Service Manual  
(c) Illustrated and detailed parts catalogues  
(d) Specifications  
(e) A list of service tools required for routine servicing of the equipment.

23. Arbitration

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other questions, claim, right matter or thing what so ever if any, arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or any contradicitions or otherwise concerning the purchase order or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment there of shall be referred to the sole arbitration of the Chairman and Managing Director / General Manager (accepting authority) of Engineering Projects (India) Ltd. And if the Chairman and Managing Director / General Manager is unable or unwilling to act to the sole arbitration some other person shall be appointed by the Chairman and Managing Director / General Manager willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of Engineering Projects (India) Ltd., and that he had to deal with matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in disputes or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Chairman and Managing Director / General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as an arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Chairman and Managing Director / General Manager as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

Cases where the amount of award in claim is Rs.50,000/- (Rupees fifty thousand only) and above, the arbitrator shall give reasons for the award.
Subject as aforesaid the provisions of the arbitration act 1940 or any statutory modification or re-enactment thereof and the rules made there under and for time being in force shall apply to the arbitration proceedings under this clause.

It is a term of the contract that the party invoking arbitration shall specify the disputes or dispute to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the contract shall, if reasonably possible continue during the arbitration proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The arbitrator shall give a separate award in respect of each disputes or difference referred to him.

The avenue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to the contract.

24. Court Jurisdiction

Disputes of any nature that may arise in connection with the execution of the contract shall be subjected to the jurisdiction of courts situated in New Delhi only.
Check List for Evaluation & Selection of Suppliers / Vendor

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>1</td>
<td>Name</td>
</tr>
<tr>
<td>2</td>
<td>Address</td>
</tr>
<tr>
<td>3</td>
<td>Contact Person</td>
</tr>
<tr>
<td>4</td>
<td>Proprietor</td>
</tr>
<tr>
<td>5</td>
<td>a) Phone Nos.</td>
</tr>
<tr>
<td></td>
<td>b) Fax Nos.</td>
</tr>
<tr>
<td>6</td>
<td>Items /Products</td>
</tr>
<tr>
<td>7</td>
<td>Manufacturer</td>
</tr>
<tr>
<td></td>
<td>Distributor</td>
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<tr>
<td></td>
<td>Dealer</td>
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<td></td>
<td>Stockist</td>
</tr>
<tr>
<td>8</td>
<td>Facilities Available</td>
</tr>
<tr>
<td></td>
<td>a) Testing Facilities</td>
</tr>
<tr>
<td></td>
<td>i) For Incoming Materials</td>
</tr>
<tr>
<td></td>
<td>ii) For In Process</td>
</tr>
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<td></td>
<td>iii) For Final Product</td>
</tr>
<tr>
<td></td>
<td>b) Can Issue Test Certificate</td>
</tr>
<tr>
<td></td>
<td>c) Details of Manufacturing Facilities</td>
</tr>
<tr>
<td></td>
<td>d) Products being manufactured (Product Catalogues)</td>
</tr>
<tr>
<td>9</td>
<td>Annual Turn Over</td>
</tr>
<tr>
<td>10</td>
<td>Whether ISO 9000 certified or not</td>
</tr>
</tbody>
</table>
11  Whether IS certified or not

12  Reference list of important customers during last five years

13  Ability to give after sales service

14  Sample sent or not

To Incharge MMD
EPI

Signature of Vendor /Supplier
Name
Designation
Date

For use in EPI

Data has been collected over phone verbally.

Signature of person collecting data
**Evaluation & Review**

Yes  No

Reviewed the details of vendor Product is suitable

If Yes basis

Sample checked

Specification checked

Suppliers details reviewed

Enjoys goodwill /reputation

Testing facilities adequate

Enquiries from customers

of sub suppliers

Past performance with EPI

Approved  Reviewed

Signature  Signature
### Bidder Information

<table>
<thead>
<tr>
<th>Field</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Company Name*</td>
<td></td>
</tr>
<tr>
<td>Make / Brand*</td>
<td></td>
</tr>
<tr>
<td>Registration Number*</td>
<td></td>
</tr>
<tr>
<td>Registered Address*</td>
<td></td>
</tr>
<tr>
<td>Name of Partners/Directors</td>
<td></td>
</tr>
<tr>
<td>Bidder type*</td>
<td>Indian/Foreign</td>
</tr>
<tr>
<td>City*</td>
<td></td>
</tr>
<tr>
<td>State*</td>
<td></td>
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<tr>
<td>Country*</td>
<td></td>
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<tr>
<td>Postal code*</td>
<td></td>
</tr>
<tr>
<td>PAN/TAN / Number*</td>
<td>(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.)</td>
</tr>
<tr>
<td>GSTIN Registration Number*</td>
<td></td>
</tr>
<tr>
<td>Company’s Establishment Year</td>
<td></td>
</tr>
<tr>
<td>Company’s Nature of business*</td>
<td></td>
</tr>
<tr>
<td>Company’s Legal status*</td>
<td>Limited company/ Undertaking /Joint venture / Partnership /others</td>
</tr>
</tbody>
</table>

Signature of Contractor

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Modular Operation Theatre
**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

<table>
<thead>
<tr>
<th>Contact Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enter Company's Contact Person Details</td>
</tr>
<tr>
<td><strong>Title</strong> *</td>
</tr>
<tr>
<td>Mr/Mrs/Dr/Shree/Ms</td>
</tr>
<tr>
<td><strong>Contact person Name</strong> *</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Date of Birth</strong> *</td>
</tr>
<tr>
<td>(DD/MM/YYYY)</td>
</tr>
<tr>
<td><strong>Correspondence Email</strong> *</td>
</tr>
<tr>
<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>
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<tr>
<td></td>
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<tr>
<td><strong>Phone</strong> *</td>
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<td></td>
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<tr>
<td><strong>Mobile</strong> *</td>
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</tbody>
</table>

*Mandatory information (must be filled by the bidders)*
FORM OF TENDER

To,
Engineering Projects (India) Limited,
(Address of submission as mentioned in “Notice Inviting Tender”)

REF. : TENDER FOR “Supply, Installation, Testing, Commissioning and Handing Over of Modular Operation Theatre for Medical College and Hospital at Sundargarh Odisha”.

NIT No. : ERO/MMD/731/1103

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, 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/ITB”.

6. If I/we fail to commence the work within 07 days of the date of issue of Letter of Intent and / or I/We fail to sign the agreement as per NIT Clause 20.0 and/or I/We fail to submit Security Deposit cum Performance Guarantee as per APC Clause 9.0, 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 TENDERER ____________
MEMORANDUM

REF: Tender for “Supply, Installation, Testing, Commissioning and Handing Over of Modular Operation Theatre for Medical College and Hospital at Sundargarh, Odisha”

NIT No.: ERO/MMD/731/1103

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values / Description to be applicable for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Owner/Client / Employer</td>
<td>NTPC</td>
<td></td>
</tr>
<tr>
<td>ii)</td>
<td>Type of Tender</td>
<td></td>
<td>Item wise Percentage Rate Contract</td>
</tr>
<tr>
<td>iii)</td>
<td>Earnest Money Deposit</td>
<td></td>
<td>14,74,830.00 (Rupees Fourteen Lakh Seventy Four Thousand Eight Hundred Thirty Only).</td>
</tr>
<tr>
<td>iv)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs 7,37,41,505.00 (Rupees Seven Crore Thirty Seven Lakh Forty One Thousand Five Hundred and Five Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>Total work to be completed in Five (4) months which shall be Reckoned from the 7th day from issue of the Letter / Telex / Telegram / Fax of Intent by the EPI.</td>
</tr>
<tr>
<td>vi)</td>
<td>Mobilization Advance</td>
<td>-</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>vii)</td>
<td>Interest Rate on Mobilization Advance</td>
<td>-</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>viii)</td>
<td>Number of Installments for Recovery of Mobilization Advance</td>
<td>-</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>ix)</td>
<td>Schedule of Rates applicable</td>
<td>-</td>
<td>Non Scheduled Rates</td>
</tr>
<tr>
<td>x)</td>
<td>Validity of Tender</td>
<td>NIT</td>
<td>90 (Ninety) Days</td>
</tr>
<tr>
<td>xi)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>APC 9.0</td>
<td>5.00% (Five Percent only) of contract value to be submitted within 10 days from the date of issue of Letter of Intent of acceptance of tender.</td>
</tr>
<tr>
<td>xii)</td>
<td>Retention Money</td>
<td></td>
<td>Not Applicable</td>
</tr>
<tr>
<td>xiii)</td>
<td>Time allowed for starting the work</td>
<td></td>
<td>The date of start of contract shall be reckoned 7 (Seven) days from the date of LOI.</td>
</tr>
<tr>
<td>xiv)</td>
<td>Defect Liability Period</td>
<td>APC 36.0</td>
<td>12 (Twelve) Months from the date of taking over of total works.</td>
</tr>
<tr>
<td>xv)</td>
<td>Arbitration</td>
<td>APC 64.0</td>
<td>As amended</td>
</tr>
<tr>
<td>xvi)</td>
<td>Jurisdiction</td>
<td>APC 65.0</td>
<td>Any court case arises by any dispute shall be subject to the Kolkata Court jurisdiction.</td>
</tr>
</tbody>
</table>
SIGNATURE OF BIDDER: ______________________________

NAME (CAPITAL LETTERS): ______________________________

OCCUPATION: ______________________________

ADDRESS: ______________________________

________________________________________
________________________________________
________________________________________

SEAL OF BIDDER
LETTER OF UNDERTAKING
(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

To,
ENGINEERING PROJECTS (INDIA) LIMITED,
(Address of submission as mentioned in “Notice Inviting Tender”)

REF: TENDER FOR “Supply, Installation, Testing, Commissioning and Handing Over of Modular Operation Theatre for Medical College and Hospital at Sundargarh Odisha”.

NIT No: ERO/MMD/731/1103

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

1. The Tender Documents for the work as mentioned in “Memorandum” to the “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 Clause 4.1, 4.2 of the Tender Documents (Addendum to “Instructions to Tenderer (Suppliers)) have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in the ‘Price-Bid’ enclosed in “Envelope-2” and the same has been followed in the present case. In case this provision of the Tender is found violated at any time after opening “Envelope-2”, 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.

Dated: Yours faithfully,

(Signature of the Tenderer)
Seal of Tenderer
PROFORMA FOR INDEMNITY BOND TO BE EXECUTED
BY THE SUPPLIER AGAINST MATERIALS SUPPLIED FOR THE PROJECT
(On non-judicial stamp paper of appropriate value)

INDEMNITY BOND

THIS INDEMNITY BOND is made this .......................... day of...................... 20..........
by........................................ (Supplier’s Name) a Company registered under the Companies Act,
1956/Partnership firm/Proprietary concern having its Registered Office at .................
(hereinafter called as ‘Supplier’ which expression shall include its successors and permitted
assigns) in favour
of Engineering Projects (India) Limited, a Company incorporated under the
Companies Act, 1956 having its Registered Office at Core-3, Scope Complex, 7, Institutional
Area, Lodhi Road, New Delhi - 110 003 (hereinafter called “EPI” which expression shall include
its successors and assigns):

WHEREAS EPI has awarded to the Supplier a Contract for the work of............... vide its
letter of Intent/Work Order No.......... dated............... (hereinafter called the “Contract”) in
terms of which EPI is required to give “75% of the BOQ Rate” to the Supplier as per Clause no.
16.1 of the Additional Purchase Contract against supply of materials by the Supplier for the
project on the security of materials, the quantities, rates and other particulars of which are
detailed in the Bill of Quantities for the said Contract.

And WHEREAS by virtue of Clause no. 16.1 of the Additional Purchase Contract of the said
Contract, the Supplier is required to execute an Indemnity Bond in favour of EPI for the amount
of “75% of the BOQ Rate” towards the materials actually supplied by the Supplier for the
Contract Work from time to time to EPI for the purpose of performance of the Contract.
(hereinafter called the “Materials”).

“AND WHEREAS the Supplier has applied to EPI that they may be allowed “75% of the BOQ
Rate” on the security of materials absolutely belonging to them and brought by them to the site
of the works for use in construction of the work”.

NOW THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of the “75% of the BOQ Rate” being given to the Supplier as
mentioned in the Contract, for the purpose of performance of the Contract, the Supplier
hereby undertakes to indemnify and shall keep EPI indemnified, for the Actual
Cumulative Amount of the “75% of the BOQ Rate” given to the Supplier from time to time
against the said Contract. The Supplier hereby acknowledges actual receipt of the
materials etc. as per despatch title documents being /to be handed over to EPI from time
to time. The Supplier shall hold such materials in trust as a “Trustee” for and on behalf of
EPI.

2. That the Supplier is obliged and shall remain absolutely responsible for the safe
transit/protection and custody of the materials at EPI’s project site against all risks
whatsoever till the materials are duly used/erected in accordance with the terms of the

Signature of Contractor

EPIL

Modular Operation Theatre

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Contract and the plant/package duly erected and commissioned in accordance with the terms of the Contract is taken over by EPI and the Secured Advance is fully adjusted/recovered as per terms of the Contract. The Supplier undertakes to keep EPI harmless against all losses, damages, deterioration and shortages that may be caused to the materials.

3. The Supplier undertakes that the materials shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the materials shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Supplier that non observance of the obligations under this Indemnity Bond by the Supplier shall inter-alia constitute a criminal breach of trust on the part of the Supplier for all intents and purposes including legal/penal consequences.

4. That EPI is and shall remain the exclusive owner of the materials free from all encumbrances, charges or liens of any kind, whatsoever. The materials shall at all times be open to inspection and checking by the Engineer – In- Charge or other employees/agents authorized by him in this regard. Further, EPI shall always be free at all times to take possession of the materials in whatever form the materials may be, if in its opinion, the materials are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Supplier or any other person or on account of any reason whatsoever and the Supplier binds himself and undertakes to comply with the directions of demand of EPI to handover the materials without any demur or reservation.

5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the materials or the same or any part thereof is mis-utilised in any manner whatsoever, then the Supplier hereby agrees that the decision of the Engineer In-Charge of EPI as to assessment of loss or damage to the materials shall be final and binding on the Supplier. The Supplier binds itself and undertakes to replace the lost and/or damaged materials at its own cost and/or shall pay the amount of ‘75% of the BOQ Rate’ to EPI without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to EPI against the Supplier to recover any amount or all the amounts of this Bond from any dues of the Supplier under the Contract or as per the law.

6. This Bond shall remain in force and effect till the completion of the work as per the aforesaid Contract and till all the amount recoverable under this Bond from the Supplier is fully recovered by EPI. The Bond cannot be revoked by the Supplier without the written consent of EPI.

7. That Supplier also agrees that any change in the constitution of the Supplier shall not discharge them from their obligation and liability.

8. This Bond shall be treated as an additional addage to the Contract and nothing herein contained shall be construed to adversely affect the rights of EPI in the Contract.
IN WITNESS WHEREOF, the Supplier has signed this Indemnity Bond through its duly authorized representative on the date and place first above written.

For and on behalf of Supplier

----------------------------
(Supplier's Name)
WITNESS:

Signature .........................

1.1 Signature ......................... Name (Executant)

2. Name ......................... Designation .................

3. Address ......................... (Authorized representative)

2. 1. Signature .........................

2. Name .........................

3. Address .........................
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 ..................................................

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

.........................Unless a demand or claim under this guarantee is made on us date......................... 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........................ 201...

For and on behalf of the Bank

Note: on a Non-Judicial stamp paper of Rs. 100/- (Rupees One Hundred Only)
PROFORMA FOR AFFIDAVIT

(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:

1. That I am the Proprietor / Authorized signatory of M/s. ________________________________________________ Having its Head Office / Regd. Office at ________________________

2. That the information / documents / Experience certificates submitted by M/s. ____________________________ along with the tender for _________________________________ (Name of work) __________________ are genuine, true and nothing has been concealed.

3. I shall have no objection in case EPI verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case EPI demand so for verification.

4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, EPI at its discretion may disqualify / reject / terminate the bid / contract and also forfeit the EMD / All dues.

5. I shall have no objection in case EPI verifies any or all Bank Guarantee (s) under any of the clause(s) of Contract including those issued toward EMD and Performance Guarantee from the Zonal Branch / office issuing Bank and I / We shall have no right or claim on my submitted EMD before EPI receives said verification.

6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, EPI shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

I_______________________________________ , the Proprietor / Authorized signatory of M/s. ____________________________ do herby confirms 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)
PROFORMA FOR SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

The Chairman & Managing Director, Engineering Projects (India) Ltd.,
Core-3, SCOPE Complex
7, Institutional Area, Lodhi road, New Delhi –110003

Dear Sir,
In consideration of the Chairman & Managing Director, Engineering Projects (India) Ltd.(hereinafter called ‘EPI’ which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions of supply contract/sub-contract no. ...........................................................
.......................................................................................... Dated............................... made between..................................................................................................
.......................................................................................... (hereinafter referred to as the said Supplier/sub-contractor) which expression shall unless repugnant to the subject or context includes its successors and assigns) and EPI in connection with
.......................................................................................... (hereinafter called ‘The said supply Contract/Sub-contract ) to accept a Deed Security Deposit-cum-Performance bank guarantee as herein provided for .......................................................... lieu of:

a) The Security Deposit to be made by the said supplier/sub-contractor for the due fulfillment by the said supplier/sub-contractor of the terms and conditions contained in the said supply contract/sub-contract, and

b) Fulfillment of the conditions of the said supply contract /sub-contract/furnishing a security for the performance of the equipment in accordance with conditions of the said Contract.

We ..................................................... (hereinafter referred to as “the said bank a Government of India Undertaking which expression shall unless repugnant to the subject or context includes its successors and assigns) and having our registered office at .......................................................... do hereby unconditionally and irrevocably undertake and agree to indemnify and keep indemnified EPI from time to time to the extent of .......................................................... only against any loss of damages, costs, charges and expenses caused to or suffered by or that may be caused or suffered by EPI by reason of any breach or breaches by the said supplier/sub-contractor of any of the terms and conditions contained in the said supply contract/sub-contract and or any amount becoming due for non-performance and /or penalty as assessed by EPI and top unconditionally pay the amount claimed by EPI on demand and without demur.

We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said supply contract/sub-contract and till all the dues of EPI under the said supply contract/sub-contract or by virtue of any of the terms and conditions governing the said contract have been fully paid and
its claims satisfied or discharged and till EPI certifies that the terms and conditions of the said supply contract/sub-contract have been fully and properly carried out by the said supplier/sub-contractor and accordingly discharge this guarantee subject, however, that EPI shall have no claim under this guarantee after 6 (Six) months from the date of expiry of the guarantee unless a notice of the claim under this guarantee has been served on the Bank before the expiry of the said period of 6 (Six) months.

EPI shall have the fullest liberty without affecting in any way the liability to the said Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said supply contract/sub-contract to extend time of performance of the said Contract or to postpone for any time and from time to time any power’s exercisable by it against the said Supplier/sub-contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to EPI and the said Bank shall not be released from its liability under these presents by any exercise by EPI of the liberty with reference to the matters aforesaid or by reason of time being given to the said supplier/sub-contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the said bank from its such liability.

We, the said bank, further agree that EPI shall be the sole judge of and as to whether the said supplier/sub-contractor has committed any breach or breaches of any of the terms and conditions of the said supply contract/ sub-contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by EPI on account thereof and the decision of EPI that the said supplier/sub-contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by EPI from time to time shall be final and binding on the bank.

This guarantee shall be a continuing quarantine and shall remain valid and irrevocable for all claims of EPI and liabilities of the said supplier/sub-contractor arising upto and until mid night of ____________________________, subject the claim period as mentioned in para

This guarantee shall be in addition to any other guarantee or security whatsoever that EPI may now or at any time anywise may have in relation to the said supplier/sub-contractor obligation/liabilities under and/or in connection with the said supply contract/sub-contract and EPI shall have full authority to take recourse to or enforce this guarantee in preference to any other guarantee or security which EPI may have or obtain and there shall be no forbearance on the part of EPI IN ENGINEERING OR REQUIRING ENFORCEMENT OF ANY OTHER SECURITY AND shall not have the effect of releasing the said bank from its full liability hereunder:

EPI shall be at liberty without reference to the said bank and without effecting the full liability of the said Bank hereunder to take any other security in respect of the said supplier’s/sub-contractor’s obligations and/or liabilities under or in connection with the said contract.

This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the said supplier/sub-contractor, but shall in all
respects and for all purposes be binding and operative until payment of all moneys paid to EPI in terms thereof.

The said bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the said bank in terms hereof shall not be anywise affected or suspended by reasons of any dispute or disputes having been raised by the said supplier/sub-contractor. (whether or not pending before any arbitrator, tribunal or court) of any denial or liability by the said supplier/sub-contractor stopping or preventing or purporting to stop or prevent any payment by the said bank to EPI in terms hereof.

The amount stated in any notice of demand addressed to EPI to the Guarantor as liable to be paid to EPI by the Supplier/sub-contractor on account of any losses or damages or costs, charges and/or expenses shall as between the said bank and EPI be conclusive provision of the amount so liable to be paid to EPI or suffered or incurred by EPI as the case may be and payable by the said Bank to EPI in terms hereof. We, the said Bank further undertake that we shall pay forthwith the amount stated in the notice of demand to EPI without demur.

We, the said bank undertake not to revoke this quarantine during its currency except with the consent of EPI in writing and agree that any change in the constitution of the said supplier/sub-contractor or the said Bank shall not discharge our liabilities hereunder.

It shall not be necessary for EPI to proceed against the said supplier/sub-contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which EPI may have obtained or obtain from the supplier/sub-contractor shall at the time when proceedings are taken against the said Bank hereunder be outstanding or unrealized.

Our liability under this guarantee shall be restricted to ........................................... and this guarantee shall remain in force until midnight of ............................... unless a claim to enforce this guarantee is filed with us within six months from ........................................... (which is date of expiry of this guarantee), we shall be discharged from all liabilities under this guarantee thereafter.

Dated ........................................... This day of ........................................... 20............

FOR AND ON BEHALF OF BANK
INTEGRITY PACT

Between

Engineering Projects (India) Ltd. (EPI) hereinafter referred to as “The Principal”,

And

………………………………………………….. hereinafter referred to as “The Bidder”

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).

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

1) The Principal commits itself to take all measures necessary to prevent corruption and
to observe the following principles:

   a) No employee of the Principal, personally or through family members, will 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)

1) The Bidder(s) commit himself to take all measures necessary to prevent corruption. He
    commits himself to observe the following principles during his participation in the
    tender process and during the contract execution.

   a) The Bidder(s) 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

b) The Bidder(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.

c) The Bidder(s) will not commit any offence under the relevant IPC / PC Act; further the Bidder(s) / Supplier(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly the Bidder(s) / Supplier(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) / Supplier(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only.

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

(2) If the Bidder 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 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 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.
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 Bidder 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

1) The Bidder(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 Suppliers.

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)

If the Principal obtains knowledge of conduct of a Bidder or Supplier, or of an employee or a representative or an associate of a Bidder or Supplier 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) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder 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) or Supplier(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/ Supplier 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) in any manner.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Bidder 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 Bidder 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)

(Office Seal)                                    (Office Seal)

Place -----------------

Date -------------

Witness 1:

(Name & Address) -------------------------------------------

Witness 2:

(Name & Address) -------------------------------------------