TENDER DOCUMENT

e-TENDER No: ERO/MMD/KBUNL/1114

Tender for Construction of Residential & Non Residential buildings including Allied Services for Township package for Muzaffarpur Thermal Power Plant, Stage-II (2x195 MW) of Kanti Bijlee Utpadan Nigam Limited (a subsidiary of NTPC Ltd.) at Muzaffarpur in the state of Bihar.

VOLUME – I

Notice Inviting e-Tender (NIT), Bid Capacity, Special Instructions to Bidder for e-Tendering, Instruction to Tenderer (ITT) & General Conditions of Contract (GCC), Addendum to ITT, Bidder Information, Form of Tender, Memorandum, Letter of Undertaking, Proforma for Affidavit and Integrity Pact.

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
9th floor, 50, Chowringhee Road,
Kolkata – 700 071
## INDEX

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Page No.</th>
<th>No. of Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Notice Inviting e-Tender (NIT).</td>
<td>03-13</td>
<td>11</td>
</tr>
<tr>
<td>2.</td>
<td>Bid Capacity</td>
<td>14-15</td>
<td>02</td>
</tr>
<tr>
<td>3.</td>
<td>Special Instructions to Bidders for e-Tendering.</td>
<td>16-25</td>
<td>10</td>
</tr>
<tr>
<td>4.</td>
<td>Instruction to Tenderer &amp; GCC.</td>
<td>Attached in Annexure-VI</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Addendum to ITT.</td>
<td>27</td>
<td>01</td>
</tr>
<tr>
<td>6.</td>
<td>Bidder Information.</td>
<td>28-29</td>
<td>02</td>
</tr>
<tr>
<td>7.</td>
<td>Form of Tender.</td>
<td>30-31</td>
<td>02</td>
</tr>
<tr>
<td>8.</td>
<td>Memorandum.</td>
<td>32-33</td>
<td>02</td>
</tr>
<tr>
<td>9.</td>
<td>Letter of Undertaking.</td>
<td>34</td>
<td>01</td>
</tr>
<tr>
<td>10.</td>
<td>Proforma for Affidavit.</td>
<td>35</td>
<td>01</td>
</tr>
<tr>
<td>11.</td>
<td>Proforma for Integrity-Pact.</td>
<td>36-41</td>
<td>06</td>
</tr>
</tbody>
</table>
NOTICE INVITING e-TENDER (NIT)

NIT No.: ERO/MMD/KBUNL/1114 Date: 22.08.2019

1.0 Tender for “Construction of Residential & Non Residential buildings including Allied Services for Township package for Muzaffarpur Thermal Power Plant, Stage-II (2x195 MW) Kanti Bijlee Utpadan Nigam Limited (a subsidiary of NTPC Ltd.)” at Muzaffarpur in the state of Bihar.

Engineering Projects (India) Ltd. (EPI) invites online Percentage Rate Tender in Single Stage Two Envelope system (Technical Bid & Price Bid) through e-Tendering for “Construction of Residential & Non Residential buildings including Allied Services for Township package for Muzaffarpur Thermal Power Plant, Stage-II (2x195 MW) Kanti Bijlee Utpadan Nigam Limited (a subsidiary of NTPC Ltd.)” at Muzaffarpur in the state of Bihar from the eligible Contractors / Firms who fulfil the eligibility criteria as per the brief Scope of Work for the following works.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of Work</th>
<th>Estimated Cost</th>
<th>Earnest Money Deposit (EMD)</th>
<th>Completion Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Construction of Residential &amp; Non Residential buildings including Allied Services for Township package for Muzaffarpur Thermal Power Plant, Stage-II (2x195 MW) Kanti Bijlee Utpadan Nigam Limited (a subsidiary of NTPC Ltd.) at Muzaffarpur in the state of Bihar.</td>
<td>Rs. 43,65,07,132.00</td>
<td>Rs. 53,65,071.00</td>
<td>10 (Ten) months which shall be reckoned from the 7th day from the date of issue of LOI.</td>
</tr>
</tbody>
</table>

- The Estimated Cost is exclusive of GST.

Scope of Work

The brief scope of work in this Tender shall include (but not limited to) Construction of Residential & Non Residential buildings including Allied Services for Township package for Muzaffarpur Thermal Power Plant, Stage-II (2x195 MW) Kanti Bijlee Utpadan Nigam Limited (a subsidiary of NTPC Ltd.) at Muzaffarpur in the state of Bihar including Civil, Electrical, Plumbing & Sanitary and other allied services as per the following:
A. Residential Quarters:
   (i) C Type (G+2) – 5 blocks (60 units)
   (ii) D Type (G+2) – 1 block (12 unit)
   (iii) Field Hostel - Suite Type (G+2) + recreational activities – 1 block (12 unit)
   (iv) Field Hostel - Single Room Type (G+2) – 1 block (48 units)

B. Service Buildings:
   (i) Switchgear – 1 no.
   (ii) Substation – 1 no.

C. Other Allied Services
   - Civil
     (i) Sewerage Network for whole township.
     (ii) Road Connection Main Gate to new.
     (iii) Construction area and area development around buildings.
     (iv) Drain discharge & Drainage network inside new construction area.
     (v) Water supply network for new construction area. Source to be considered as existing OHT.
     (vi) Demolition works below ground level.
     (vii) Parking shades.
   - Electrical
     (i) Internal Electrification for all buildings
     (ii) External Electrification of new construction area.
     (iii) Battery bank and charger for Township HT switchgear

Apart from above, any other services required for completeness of the Project and as per direction of EPI are deemed to be included in the scope of work. The work is to be carried out on percentage rate basis as per bill of quantities and tender conditions.

Project site Information

Location : Near Kanti Town, District: Muzaffarpur, Bihar.
Near Railway Station : Muzaffarpur, (Approx 15 km)
Nearest Airport : Patna (Approx 100 km)

Time schedule of Tender activities:
   (i) Last Date & Time of online submission of Tenders: on or before 06.09.2019 Upto 03.00 PM.
   (ii) Date & Time of submission of documents in physical form (as per NIT Clause No. 7): 06.09.2019 Upto 3.30 PM.
   (iii) Date & Time of online opening of Tender (Techno-Commercial Bid): 06.09.2019 at 4.00 PM.
   (iv) Pre bid Meeting on 29.08.2019 at 02.30 PM
2.0 Qualification Criteria:

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

a) The bidders must have experience of having successfully completed / substantially completed following “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:

(i) Three similar works, each costing minimum FORTY PERCENT (40%) of the Estimated Cost put to the tender.

   OR

(ii) Two similar works, each costing minimum SIXTY PERCENT (60%) of the Estimated cost put to the tender.

   OR

(iii) One similar work costing minimum EIGHTY PERCENT (80%) of the Estimated cost put to the tender.

The “similar works” shall mean “Construction of Buildings (Residential / Commercial / Institutional / Hostel Buildings) along with other Allied Services”.

The experience certificate in this regard should be issued by officer not below the rank of Executive Engineer / Project Manager / Unit Officer.

b) 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.

c) 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.

d) The cost of free issue materials shall not be included in the completion cost of works.

e) Should have had 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 in 31.03.2018 duly certified by a Chartered Accountant.
f) 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.

g) 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.

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

i) It is also desired that the bidder should have valid PF registration no. and valid GST Registration No. in the state of Bihar. In case the bidder does not have both the numbers in the state of Bihar the same shall be obtained by the successful bidder within one month from the date of LOI or before the release of 1st RA bill.

j) 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,

\[A = \text{Maximum value of construction works executed in any one year during the last five years (consecutive five years) ending 31.03.2018, certificate of value of constructions works executed to be furnished from Chartered Accountant by taking into account the Completed as well as works in progress ending last day of the month previous to the one in which applications invited.}\]

\[N = \text{Number of years prescribed for completion of work for which bids have been invited.}\]

\[B = \text{Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.}\]

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

k) 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.

It is to be noted that, in the absence of requisite supporting documents the benefit shall not be extended and in such cases if the offer is received without requisite Tender Fee and EMD, the Bid will be rejected.

1) 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 work order & TDS certificates for completed value.

Relevant Experience certificates and other documents as mentioned above fulfill the qualifying criteria duly self attested by the tenderer shall be uploaded on online submission. 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 Bidder in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Bidders.

Site visit for the subject Tender is mandatory followed by Pre Bid meeting at EPI, Kolkata office. The bidder shall visit the site to study / access the Tendered work and also acquaint themselves of the prevailing local conditions before submitting their bid. Bidders have to enclose a certificate countersigned by EPI official or furnish undertaking for having visited the site.

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.

Bidders to use as much as possible the material / services from MSME. Contractors to use as much as possible, the material/service from MSEs & Local suppliers/Manufacturers for promotion of Make in India. For Promotion of Public Procurement (Preference to Make In India) order 2017 (amended on 28.05.2018) GOI Guideline for procurement, the equivalent Indian makes of materials conforming to
requisite quality in addition to List of Makes/Brands may be considered subject to approval of Client/Engineer. Also "local supplier" bidder at the time of tendering, 'bidding or solicitation shall be required to provide self-certification in his letter head that the item offered meets the minimum local content and shall give the details of the location(s) at which the local value addition is made.

The credentials of the Bidders shall be verified and if required inspection of the works executed by the bidders to be carried out by EPI and in case found not satisfactory, their bid will be considered non-responsive and rejected.

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 e-procurement portal https://www.mstcecommerce.com/eprochome/epil

3.1 Volume – I:

Notice Inviting e-Tender (NIT), Bid Capacity, Special Instructions to Bidder for e-Tendering, Instruction to Tenderer (ITT) & General Conditions of Contract (GCC), Addendum to ITT, Bidder Information, Form of Tender, Memorandum, Letter of Undertaking, Proforma for Affidavit and Integrity Pact.

3.2 Volume – II:

Additional Conditions of Contract (ACC), Technical Specifications and Tender Drawings.

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

M/s MSTC Ltd.,
Registered office at 225-C,
Acharya Jagdish Chandra Bose Road,
Kolkata – 700020
Phone Number: 03322901004, 01123212357, 01123215163, 01123217850
Email: - mstcnro@mstcindia.co.in

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

6.0 Bidders can download the bid document from the portal without paying document fee in advance, any time from 19:00 Hrs 22.08.2019. 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 30,000 (Rupees Thirty Thousand Only) plus GST @ 18% (i.e. Rs. 35,400.00) 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 19AAACE0061C1ZA.

7.0 E-Bids must be submitted/uploaded along with scanned copies of relevant documents pertaining to Clause no 2 of NIT and Clause no. 3 of “Addendum to Instruction to Tenderers” duly attested by Gezettered Office 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 MSTC 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 bidder’s 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. 53,65,071.00 (Rupees Fifty Three Lacs Sixty Five Thousand Seventy One 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 Proforma, 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.

(a) Hard copies of Tender Fee & EMD in Original, Letter of Undertaking (in Original), Power of Attorney (in Original), documentary evidence with regard to registration with NSIC for waiver of Tender fee & EMD waiver (in Original), Proforma for Affidavit duly signed and stamped (in Original), Proforma for Integrity-Pact duly signed and stamped (in Original) and Affidavit for Bid Capacity (Annexure-A) in Rs. 100.00 Stamp Paper duly signed and stamped (in Original) shall be submitted as per time schedule mentioned in the clause no. 1.0 of NIT at the address given in Clause No. 21.0 below.

The envelope shall bear (the name of the work), the Tender number and the words “DO NOT OPEN BEFORE (due date & time).

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.

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, complete tender documents as in Vol-I & II duly signed and stamped.

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 e-procurement portal https://www.mstcecommerce.com/eprochome/epil. 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 uploaded / 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 EPI reserves the right to extend the date of submission of the tender or cancel the Tender or accept any tender or reject any or all tenders or split the work of tender or annul this tendering process without assigning any reason and liability whatsoever and to re-invite the tender at its sole discretion.

14.0 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.

15.0 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.

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 EPI 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 Ltd. and the Bidder shall have no claim on EPI / NTPC Ltd., whatsoever.

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.

18.0 **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.

19.0 **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 work 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.

20.0 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.

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 / 29
Fax: +91 33 2282 4428
Email Id: ero@engineeringprojects.com

Contact details for site related / Technical Queries / site visit:

Shri S Mistry (General Manager)
Engineering Projects (I) Limited
9th Floor, 50 Chowringhee Road
Kolkata-700 071

For more information on EPI, visit our website at: http://www.engineeringprojects.com.

For more information on the e-tender visit website e-procurement portal https://www.mstcecommerce.com/eprochome/epil

GGM (MMD)
Date: 22.08.2019
**BID CAPACITY**

<table>
<thead>
<tr>
<th>NAME OF THE WORK: Tender for the Construction of Residential &amp; Non Residential buildings including Allied Services for Township package for Muzaffarpur Thermal Power Plant, Stage-II (2x195 MW) Kanti Bijlee Utpadan Nigam Limited (a subsidiary of NTPC Ltd.) at Muzaffarpur in the state of Bihar.</th>
</tr>
</thead>
<tbody>
<tr>
<td>NIT No: ERO/MMD/KBUNL/1114 dtd. 22.08.2019</td>
</tr>
<tr>
<td>ESTIMATED COST: Rs. 43,65,07,132.00</td>
</tr>
<tr>
<td><strong>Bid Capacity:</strong> The bidding capacity of the tenderer 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:</td>
</tr>
<tr>
<td>[ \text{Bidding Capacity} = \left[ A \times N \times \frac{2}{2} \right] - B ]</td>
</tr>
<tr>
<td>Where,</td>
</tr>
<tr>
<td>A = Maximum value of construction works executed in any one year during the last five years (consecutive five years) ending 31.03.2018, certificate of value of constructions works executed to be furnished from Chartered Accountant by 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.</td>
</tr>
<tr>
<td>N = Number of years prescribed for completion of work for which bids have been invited.</td>
</tr>
<tr>
<td>B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited. (Format Enclosed).</td>
</tr>
<tr>
<td><strong>BID CAPACITY CALCULATION BY BIDDER</strong></td>
</tr>
<tr>
<td><strong>SIGN &amp; STAMP OF BIDDER</strong></td>
</tr>
</tbody>
</table>
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>Sl. 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 Ten 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 (10 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
1.0 Preparation and Submission of Bids

1.1 Format and Signing of BID

1.1.1 The Bidder shall provide all the information sought under this tender. The Employer will evaluate only those BIDs that are received online in the required formats and complete in all respects and Bid Security, document fee etc. received in hard copies.

1.1.2 The BID shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the BID shall be initialed by the person(s) signing the BID.

1.2 Documents comprising Technical and Financial BID

1.2.1 The Bidder shall submit the Technical BID & Financial Bid online through procurement portal https://www.mstcecommerce.com/eprochome/epil. Comprising of the following documents along with supporting documents as appropriate:

**TECHNICAL BID.**

a. Scanned copies of supporting certificates / documents pertaining to Clause no 2 of NIT and Clause no. 12 of “Addendum to Instruction to Tenderers”

b. Signed and stamped copy of tender document.

c. EMD amount Rs. 53,65,071.00 (Rupees Rupees Fifty Three Lacs Sixty Five Thousand Seventy One Only) in the form of a Bank Guarantee/Demand Draft.

d. Tender fee Original copy of the Rs. 30,000.00 (Rupees Thirty Thousand Only) plus GST @ 18% (i.e. Rs. 35,400.00) in form of Demand Draft.

e. Any other document as stipulated above and in “Tender Documents” duly signed and stamped.

f. Documentary evidence with regard to registration with NSIC for waiver of Tender fee & EMD waiver.

**FINANCIAL BID**

g. Vol- III (Bill of Quantity cum Quoting Sheet) duly signed and stamped.

1.3 The Bidder shall submit the following documents physically:

**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).

(a) Original Power of Attorney for signing the bid.
(b) Original Tender Fee of Rs. 30,000.00 (Rupees Thirty Thousand Only) plus GST @ 18% (i.e. Rs. 35,400.00) in form of Demand Draft.
(c) Original EMD of Rs. 53,65,071.00 (Rupees Fifty Three Lacs Sixty Five Thousand Seventy One Only) in the form of a Bank Guarantee/Demand Draft.
(d) Documentary evidence with regard to registration with NSIC / MSME as mentioned in Clause No.2 (k) of NIT for waiver of tender fees & EMD.
(e) Affidavit as per proforma duly signed and stamped in Original.
(f) Letter of Undertaking duly signed and stamped in Original.
(g) Proforma for Integrity Pact duly signed and stamped in original.
(h) Affidavit as per Annexure-A for Bid Capacity in Rs. 100.00 Stamp Paper in original.

The documents listed above shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification ‘Tender for Construction of Residential & Non Residential buildings including Allied Services for Township package for Muzaffarpur Thermal Power Plant, Stage-II (2x195 MW) of Kanti Bijlee Utpadan Nigam Limited (a subsidiary of NTPC Ltd.) at Muzaffarpur in the state of Bihar.' and shall clearly indicate the name and address of the Bidder. In addition, the BID Due Date should be indicated on the right hand top corner of the envelope.

1.3.1 The envelope shall be addressed to the following officer and shall be submitted at the respective address:

<table>
<thead>
<tr>
<th>DESIGNATION</th>
<th>GGM (MMD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td>Engineering Projects India Limited 50, Chowringhee, Kolkata -700071</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td><a href="mailto:ero@engineeringprojects.com">ero@engineeringprojects.com</a></td>
</tr>
</tbody>
</table>

If the envelopes is not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the BID submitted and consequent losses, if any, suffered by the Bidder.

1.4 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

1.5 BID Due Date

Technical & Financial BID comprising of the documents listed at clause 1.2 of the tender shall be submitted online through e-procurement portal https://www.mstcecommerce.com/eprachome/epil on or before the date mentioned in data sheet. Documents listed at clause 1.3 of the TENDER shall be physically submitted on the date mentioned in data sheet at the address provided in Clause 1.3.1 in the manner and form as
detailed in this TENDER. A receipt thereof should be obtained from the person specified at Clause 1.3

1.6 Late Bids

E-procurement portal https://www.mstcecommerce.com/eprochome/epil shall not allow submission of any Bid after the prescribed date and time at clause 1.5. Physical receipt of documents listed at clause 1.3 of the TENDER after the prescribed date and time at clause 1.5 shall not be considered and the bid shall be summarily rejected.

Note:

1) 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.

2) Bidders are required to pay applicable bidding fees on line at the time of bid submission.

2.0 BIDDER’S GUIDE FOR EPIL PORTAL:

2.1 Use browser to go to https://www.mstcecommerce.com/eprochome/EPIL

Digital Signatures

To login into the portal both Users (EPIL Officials) and Bidders will require a Class 2 or 3 Digital Signature. Bidders should have at least Signing type Digital Signatures. A digital signature can be obtained from any Certifying Authority (CA) as per the List of CAs issued by Controller of Certifying Authorities, Ministry of Electronics and Information Technology. The list is available at http://www.cca.gov.in/cca/?q=licensed_ca.html.

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

System Settings

1) This portal is compatible with multiple browsers (Google Chrome, Mozilla Firefox, Internet Explorer, Opera etc.).

2) On the system where this portal is being used, the user may open the portal and click on Install Components button on the left side as shown below:

![](image)

**Install Component**

**all Component Guide - For**

1. On clicking the button, a new window will open as shown below:
2. In this window, please save the MSTCSIGNER28082018_v2.exe file and install it.
3. Additionally, please click on Add to chrome button, to add the chrome extension, as shown below:

For other browsers please install the extension as applicable.

2.2 On the right side of the page click on Register as a Vendor:

2.3 Fill the form that appears to create username and password.

2.4 Once the registration is done, login with your user name and password:
2.5 System will ask you to verify your digital signature

2.6 Press Ok and select your digital signature from the List:

2.7 Your digital signature will be verified
2.8 Once login is complete, a bidder can access My Menu through the left side of the page:

- Vendor Home
- EPIL VENDOR/...
- My Menu
  - Download NIT/Corrigendum
  - Pre-Bid Meeting Report
  - PRE BID MEET VENDOR
  - Bid Floor
  - VIEW PROFILE
  - Technical CST Vendor
  - Transaction Fee Payment
  - Delete NoDocs

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

2.10 To submit the bid a bidder can proceed to Bid Floor through the left side My menu. In Bid Floor click on live events to view a list of Live events. In live events select the tender number where you wish to submit a bid.

2.11 On clicking the event number, if the bidder has not paid transaction fee, system will prompt them to pay the transaction fee. They can pay the transaction fee by going to
For 2 cover with price bid in excel

E-Tender Technical Cum Price Bid

For each type of event the event details including start time and close time the details will be given on the top of the page.
2.14 To submit the tender the bidder has to start from top left and submit the details one by one.

2.15 For 2 cover with price bid in excel, the bidder has to submit technical bid, by filling the details and clicking the save button.

a) After the technical bid is saved, a bidder can proceed to uploading documents through the link upload docs:

b) Please note that under no circumstance the price bid excel has to be uploaded here.

c) After the documents have been uploaded, the bidder can click on download excel to download the excel format.

d) Fill up the excel sheet as per the details given therein and tender document.

e) To upload the filled up excel click on Upload Price Button, click on browse to select the file and then click on Upload and Save encrypt file.
f) The bidder can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. Please note that at the end the bid must be final submit, otherwise the same will not be considered.

2.16 For E-Tender Technical Cum Price Bid:

a. In the manner similar to above the bidder has to fill up Common terms, then press save button to submit.

b. Then the bidder has to upload documents as per the list shown therein.

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

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

Bidder’s may note that in each case using the Delete bid button will only delete the bids and then the bidder can resubmit upload tender closing time. Using the withdraw button the bid will be withdrawn and the bidder will not be allowed to submit any further bid in that event.

For any assistance regarding the Tender Document and/or term and conditions the bidders may contact at EPIL:
Instruction to Tenderer (ITT)

&

General Conditions of Contract (GCC)

Attached in Annexure-VII

(To be downloaded by the Bidders and submitted along with Tender documents duly signed and stamped in all pages.)
Addendum to ITT

1.0 CLAUSE NO. 1.0 of Instructions to Tenderers stands amended as below:

Mode of submission of tender is 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. 12.0 of Instructions to Tenderers stands amended as below:

The time of completion of the entire work, as contained in contract shall be as mentioned in “Memorandum” to “Form of Tender”.

3.0 CLAUSE NO. 19 modified as below:

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

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) Details of manpower available.
g) Details of equipments, tools & plant available.
h) Credentials and completion certificates.
i) Registration Certificate/Memorandum and Articles of Association/Partnership Deed/ Affidavit.
j) Copy of Provident Fund number allotted by PF Authorities.
k) Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings, etc.
l) Latest Solvency certificate from Nationalized / Scheduled Bank.
m) GSTIN Registration Certificate.
n) Any other document as stipulated above and in “Tender Documents”
# Annexure-I

## Bidder Information

<table>
<thead>
<tr>
<th><strong>Company Name</strong>*</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Make / Brand</strong>*</td>
<td></td>
</tr>
<tr>
<td><strong>Registration Number</strong>*</td>
<td></td>
</tr>
<tr>
<td><strong>Registered Address</strong>*</td>
<td></td>
</tr>
<tr>
<td><strong>Name of Partners/Directors</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Bidder type</strong>*</td>
<td></td>
</tr>
<tr>
<td>Indian/Foreign</td>
<td></td>
</tr>
<tr>
<td><strong>City</strong>*</td>
<td></td>
</tr>
<tr>
<td><strong>State</strong>*</td>
<td></td>
</tr>
<tr>
<td><strong>Country</strong>*</td>
<td></td>
</tr>
<tr>
<td><strong>Postal code</strong>*</td>
<td></td>
</tr>
<tr>
<td><strong>PAN/TAN / Number</strong>*</td>
<td></td>
</tr>
<tr>
<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>
<td></td>
</tr>
</tbody>
</table>

<p>| <strong>GSTIN Registration Number</strong>* |  |
| <strong>Company’s Establishment Year</strong> |  |
| <strong>Company’s Nature of business</strong>* |  |
| <strong>Company’s Legal status</strong>* |  |
| Limited company/ Undertaking/Joint venture/Partnership/others |  |</p>
<table>
<thead>
<tr>
<th><strong>Company Category</strong>*</th>
</tr>
</thead>
<tbody>
<tr>
<td>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</td>
</tr>
<tr>
<td><strong>Contact Details</strong></td>
</tr>
<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>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Phone</strong>*</td>
</tr>
<tr>
<td>(Phone details eg:+91–xx-xxxxxxx)</td>
</tr>
<tr>
<td><strong>Mobile</strong>*</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

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

To,

ENGINEERING PROJECTS (INDIA) LIMITED
50, Chowringhee Road
Kolkata-700071

Ref.: TENDER FOR “Tender for Construction of Residential & Non Residential buildings including Allied Services for Township package for Muzaffarpur Thermal Power Plant, Stage-II (2x195 MW) Kanti Bijlee Utpadan Nigam Limited (a subsidiary of NTPC Ltd.) at Muzaffarpur in the state of Bihar.”

NIT No. : ERO/MMD/KBUNL/1114 Date: 22.08.2019

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 works, and other documents and papers, all as detailed in tender documents.

2. It is agreed that the time stipulated for works and completion of works in all respects and in different stages mentioned in the “Time Schedule for completion of works” 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 works and the final completion of works in all respects according to the schedule set out in the said “Time Schedule for completion of works” 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 works”.

3. I/We agree to pay the Earnest Money, Security Deposit cum Performance Guarantee, Retention Money and accept the terms and conditions as laid down in the “Memorandum” to this “Form of Tender”.

4. Should this tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, allow EPI to forfeit and pay EPI, or its successors or its
authorized nominees such sums of money as are stipulated in the tender documents.

5. I/We hereby pay the earnest money amount as mentioned in the “Memorandum” to this “Form of Tender” in favour of Engineering Projects (India) Limited payable at place as mentioned in the “NIT/ITT”.

6. If I/we fail to commence the work within 07 days of the date of issue of Letter of Intent and / or I/We fail to sign the agreement as per Clause 84 of General Conditions of Contract and/or I/We fail to submit Security Deposit cum Performance Guarantee as per Clause 9.0 & 9.1 of General Conditions of Contract, I/We agree that EPI shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.

7. I/We are also enclosing herewith the Letter of Undertaking on the prescribed proforma as referred to in condition of NIT.

Date the __________________________ day of ____________________________

SIGNATURE OF TENDERER

________________________________________

NAME (CAPITAL LETTERS):

________________________________________

OCCUPATION

________________________________________

ADDRESS

________________________________________

________________________________________

SEAL OF TENDERER
MEMORANDUM
(ENCLOSURE TO FORM OF TENDER)

REF: Tender for “Construction of Residential & Non Residential buildings including Allied Services for Township package for Muzaffarpur Thermal Power Plant, Stage-II (2x195 MW) Kanti Bijlee Utpadan Nigam Limited (a subsidiary of NTPC Ltd.) at Muzaffarpur in the state of Bihar.”

NIT No.: ERO/MMD/KBUNL/1114 Date: 22.08.2019

<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></td>
<td>Kanti Bijlee Utpadan Nigam Limited (a subsidiary of NTPC Ltd.)</td>
</tr>
<tr>
<td>ii)</td>
<td>Type of Tender</td>
<td></td>
<td>Percentage Rate Tender.</td>
</tr>
<tr>
<td>iii)</td>
<td>Earnest Money Deposit</td>
<td></td>
<td>Rs. 53,65,071.00.</td>
</tr>
<tr>
<td>iv)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs. 43,65,07,132.00.</td>
</tr>
<tr>
<td>v)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>Total work to be completed in 10 (Ten) months which shall be Reckoned from the 7th day from issue of the Letter of Intent by the EPI.</td>
</tr>
<tr>
<td>vi)</td>
<td>Mobilization Advance (Interest Bearing)</td>
<td>ACC 7.0</td>
<td>8% of the Contract Value.</td>
</tr>
<tr>
<td>vii)</td>
<td>Interest Rate on Mobilization Advance</td>
<td>ACC 7.0</td>
<td>@12.50% per annum</td>
</tr>
<tr>
<td>viii)</td>
<td>Number of Installments for Recovery of Mobilization Advance</td>
<td>ACC 7.0</td>
<td></td>
</tr>
<tr>
<td>ix)</td>
<td>Schedule of Rates applicable</td>
<td>-</td>
<td>DSR &amp; NDSR 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>ACC 5.0</td>
<td></td>
</tr>
<tr>
<td>xii)</td>
<td>Retention Money</td>
<td>GCC 10.0</td>
<td>As per GCC clause no. 10.0</td>
</tr>
<tr>
<td></td>
<td>Time allowed for starting the work</td>
<td>Form of Tender</td>
<td>The date of start of contract shall be reckoned 07 (Seven) days from the date of LOI.</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------</td>
<td>----------------</td>
<td>-----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>xiii)</td>
<td>Defect Liability Period</td>
<td>ACC 64.0</td>
<td>12 (Twelve) Months from the date of taking over of works.</td>
</tr>
<tr>
<td>xiv)</td>
<td>Arbitration</td>
<td>ACC 32.0</td>
<td>As amended.</td>
</tr>
<tr>
<td>xv)</td>
<td>Jurisdiction</td>
<td>ACC 33.0</td>
<td>Any court case arises by any dispute shall be subject to the Jurisdiction of Court situated at Kolkata only.</td>
</tr>
</tbody>
</table>

SIGNATURE OF SUPPLIER : ______________________________

NAME (CAPITAL LETTERS) : ______________________________

OCCUPATION : ______________________________

ADDRESS : ______________________________

________________________________________

________________________________________

________________________________________

SIGNATURE OF SUPPLIER : ______________________________

NAME (CAPITAL LETTERS) : ______________________________

OCCUPATION : ______________________________

ADDRESS : ______________________________

________________________________________

________________________________________

________________________________________

SIGNATURE OF SUPPLIER : ______________________________

NAME (CAPITAL LETTERS) : ______________________________

OCCUPATION : ______________________________

ADDRESS : ______________________________

________________________________________

________________________________________

________________________________________

SIGNATURE OF SUPPLIER : ______________________________

NAME (CAPITAL LETTERS) : ______________________________

OCCUPATION : ______________________________

ADDRESS : ______________________________

________________________________________

________________________________________

________________________________________

SIGNATURE OF SUPPLIER : ______________________________

NAME (CAPITAL LETTERS) : ______________________________

OCCUPATION : ______________________________

ADDRESS : ______________________________

________________________________________

________________________________________

________________________________________

SIGNATURE OF SUPPLIER : ______________________________

NAME (CAPITAL LETTERS) : ______________________________

OCCUPATION : ______________________________

ADDRESS : ______________________________
LETTER OF UNDERTAKING
(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

ENGINEERING PROJECTS (INDIA) LIMITED
50 Chowringhee Road
Kolkata-700071

Ref.: Tender for Construction of Residential & Non Residential buildings including Allied Services for Township package for Muzaffarpur Thermal Power Plant, Stage-II (2x195 MW) Kanti Bijlee Utpadan Nigam Limited (a subsidiary of NTPC Ltd.) at Muzaffarpur in the state of Bihar.

NIT No. : ERO/MMD/KBUNL/1114 Dated. 22.08.2019

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

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

2. The contents of clause 1.2 and 1.3 of the Tender documents (Instructions to Tenderers) have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any 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.

Yours faithfully,

(Signature of the Tenderer)
Seal of Tenderer

Dated: ____________________
PROFORMA FOR AFFIDAVIT

(Tobe 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)............. To EPl are genuine, true and nothing has been concealed.

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

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

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

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

I……………………………………..………………., the Proprietor / Authorized Signatory of M/s ............................................................. do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from.............................................................and that no part of it is false.

Verified at ................................this......................day of ........................................

DEPONENT

ATTESTED BY (NOTARY PUBLIC)
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 / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

   b) The Bidder(s) 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
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.

(4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the 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 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)

Signature of Contractor  Page 40 of 41  EPIL
Place ---------------

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

Witness 1:
(Name & Address) ---------------------------------------------------------

Witness 2:
(Name & Address) ---------------------------------------------------------