AN ISO 9001 & 14001 COMPANY

TENDER DOCUMENT

e-TENDER No: ERO/MMD/RVNL-ORP/1142

Tender for Construction of Civil Works for the project work of “Construction of PEB shed, structures, water supply arrangement, drainage, sewerage, road works, track works in connection with construction of main line EMU Car Shed (Phase-2) at Khurda Road, Odisha (India).

VOLUME – I

Notice Inviting e-Tender (NIT), Bid Capacity, Special Instructions to Bidder for e-Tendering, Addendum to ITT, Bidder Information, Memorandum, Proforma for Affidavits and Integrity Pact.

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
9th floor, 50, Chowringhee Road,
Kolkata – 700 071
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Tender No. ERO/MMD/ RVNL-ORP /1142 Dated 12.02.2020

NOTICE INVITING e-TENDER (NIT)

Tender for Construction of Civil Works for the project work of “Construction of PEB shed, structures, water supply arrangement, drainage, sewerage, road works, track works in connection with construction of main line EMU Car Shed (Phase-2) at Khurda Road, Odisha (India)”:-

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 Civil Works for the project work of “Construction of PEB shed, structures, water supply arrangement, drainage, sewerage, road works, track works in connection with construction of main line EMU Car Shed (Phase-2) at Khurda Road, Odisha (India)” 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>NAME OF WORK</th>
<th>Construction of Civil Works for the project work of “Construction of PEB shed, structures, water supply arrangement, drainage, sewerage, road works, track works in connection with construction of main line EMU Car Shed (Phase-2) at Khurda Road, Odisha (India)”</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESTIMATED COST</td>
<td>Rs. 31,59,85,799/- (Inclusive of GST, Taxes, Cess etc.)</td>
</tr>
<tr>
<td>EARNEST MONEY DEPOSIT (EMD)</td>
<td>Rs. 41,59,858/-</td>
</tr>
<tr>
<td>TENDER FEE</td>
<td>Rs. 11,800.00 (GST @ 18% included)</td>
</tr>
<tr>
<td>COMPLETION PERIOD</td>
<td>14 (Fourteen) Months</td>
</tr>
</tbody>
</table>

The work of Construction of Civil Works for the project work of “Construction of PEB shed, structures, water supply arrangement, drainage, sewerage, road works, track works in connection with construction of main line EMU Car Shed (Phase-2) at Khurda Road, Odisha (India)” shall be carried out on Percentage Rate Basis as per the scope and conditions mentioned in the tender documents.

The brief scope of work in this tender shall include (but not limited to) providing with all components, Services, tools, Plants, Materials in Turnkey Concept required in connection with construction of PEB shed, structures, water supply arrangement, drainage, sewerage, road works, track works and allied works as mentioned in the tender documents.
Apart from above, any other services not covered above but required as per direction of EPI are deemed to be included in the scope of work. The Detailed scope is given in the tender documents. The work is to be carried out on percentage rate basis as per bill of quantities and tender conditions.

**Project site Information**

- **Location**: Khurda Road, Odisha.
- **Near Railway Station**: Khurda Road.
- **Nearest Airport**: Bhubaneswar (Approx 25 km)

**Time schedule of Tender activities:**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date &amp; Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Date &amp; Time of online submission of Tenders:</td>
<td>02.03.2020 Upto 11.00 PM.</td>
</tr>
<tr>
<td>on or before</td>
<td></td>
</tr>
<tr>
<td>Date &amp; Time of submission of documents in physical form</td>
<td>02.03.2020 Upto 11.30 PM.</td>
</tr>
<tr>
<td>Date &amp; Time of online opening of tender (Techno-Commercial Bid)</td>
<td>02.03.2020 at 03.00 PM.</td>
</tr>
<tr>
<td>Pre-Bid Meeting (Offline)</td>
<td>20.02.2020 at 03.00 PM.</td>
</tr>
<tr>
<td>9th Floor, 50, Chowringhee Road, Kolkata-700 071</td>
<td></td>
</tr>
</tbody>
</table>

The tenderers shall submit his query for the pre-bid meeting on or before 19.02.2020 by 12.00 hours to ero@engineeringprojects.com or by post to the address given at Sl. No.22 below.

**1. Eligibility/Disqualification of Bidders:**

1.1 A Bidder may be a natural person, private entity, government owned entity. The bidder must ensure the following:

   a. In case of Single Entity: Submit Power of Attorney authorizing the signatory of the bid to commit the bidder.

   b. Foreign Firm(s) should be covered under the grant of general permission to establish project offices in India (as per RBI Master Circular No.7/2015-16 updated up to the deadline for submission of bids) on securing the subject project or have already opened project office in India. In case of award of contract to a foreign firm such foreign firm has to submit proof of having opened project office in India before submitting any interim payment certificate.

   c. Joint Ventures are not allowed.

1.2 A Bidder shall not have conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process, if, including but not limited to:

   (a) they have controlling shareholders in common; or

   (b) they receive or have received any direct or indirect subsidy from any of them; or
(c) they have the same legal representative for purposes of this bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or

(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or

(f) a Bidder participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or

(g) a Bidder was affiliated for any period(s) during last two years before the date of issue of Invitation for Bids with a firm or entity that has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

1.3 The bidder shall be disqualified if:

(a) The bidder or any of its constituents has been blacklisted/banned business dealings for all Government Departments or by Ministry of Railways or by RVNL at any time till finalization of bids, except in cases where such blacklisting/ banning has been withdrawn by Competent Authority or has ceased on the deadline for submission of the bids, for which satisfactory evidence is to be produced.

(b) Any previous contract of the bidder or any of its constituents had been terminated for contractor's failure or part terminated for its failure as a JV partner with forfeiture of its full Performance Security, by Rail Vikas Nigam Ltd.(RVNL) at any time starting from 3 years before the deadline for submission of bids and upto one day before the date of opening of price bids; Provided, however, there is no stay order or declaration by any Court against such termination of the Contract by Rail Vikas Nigam Ltd. Or such termination of the Contract has not been revoked by Rail Vikas Nigam Ltd or competent authority of RVNL has not passed an order of non applicability of disqualification of the bidder or any of its constituents despite such termination.

(c) The bidder or any of its constituents has been imposed delay damages of 5% or more of contract value by RVNL due to delay in the implementation of any previous contract within the period of last 2 years before the deadline for submission of bids (Period of 2 years shall be reckoned from the date on which the total accrued amount of Delay Damages has reached 5% or more of the contract price) or such accrued delay damages has not been fully recovered before the deadline for submission of bids on account of contractor's request for deferring recovery to maintain cash flow and RVNL has acceded to the same in the interest of the project or the work under the previous contract in question has not been completed before the deadline for submission of bids, unless imposition of such delay damages has been set aside by the Competent Authority.

(d) The bidder or any of its constituents:
(i) has suffered bankruptcy/insolvency or
(ii) has any ongoing case of insolvency before the NCLT/any Court where Interim Resolution Professional (IRP) has been appointed or is at any later stage of the insolvency process On the deadline of submission of bids or thereafter till finalization of bids.

(e) The bidder is found to be involved in fraudulent practices.
(f) The bidder or its constituent(s) has been declared by RVNL to be a poor performer and the period of poor performance is still in force on the deadline for submission of bids. OR

The bidder or its constituent(s) has been declared by RVNL to be a poor performer at any time after the deadline for submission of bids and upto one day before the date of opening of price bids.

g) The bidder or any of its constituents has changed its name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of Chapter XI of Vigilance Manual of Indian Railways (available on website of Indian Railways), consequent to having been banned business dealings or suspended business dealings or having been declared poor performer.

The Bidder shall submit an affidavit in Form-B stating that they are not liable to be disqualified as per this sub clause in an appropriate format. Non-submission of an affidavit by the bidder shall result in summary rejection of his bid.

1.4 Bidders shall immediately inform the Employer in case they cease to fulfil eligibility in terms of Clauses 1, 2 & 3 above. In case the bidder fails to inform the Employer or submits a false affidavit his bid shall be summarily rejected and bid security shall be forfeited. The bidder shall also be liable for Banning of Business dealings for a period up to five years.

2. Qualification Criteria of Eligible Bidders:
Contractors who fulfill the following requirements are eligible to participate in this tender. The joint ventures/Consortium are not accepted.

(a) The bidder must have experience of having satisfactorily completed following “similar works” during the last 7(seven) years ending last day of month previous to the one in which applications are invited.

Three similar works each costing minimum 40% of the estimated cost put to tender with minimum quantity of 440 MT of fabrication and erection of steel structures in any two works combined out of the three Contracts which should include an industrial/ pre engineered building shed of height equal to or more than 10m with a gantry.

OR

Two similar works each costing minimum 60% of the estimated cost put to tender with minimum quantity of 440 MT of fabrication and erection of steel structures combining both the works which should include an industrial/ pre engineered building shed of height equal to or more than 10m with a gantry.

OR

One similar work costing minimum 80% of the estimated cost put to tender minimum quantity of 440 MT of fabrication and erection of steel structures through the contract which should include an industrial/ pre engineered building shed of height equal to or more than 10m with a gantry.

i. The "similar works” shall mean “Construction of Industrial/Pre Engineered Building shed comprising fabrication and erection of steel structures”.

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

iii. The cost of free issue materials shall not be included in the completion cost of works.
iv. 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.

v. For evaluation purpose, the completion cost of works mentioned in the completion certificate shall be enhanced by 7% per annum till the end of month prior to date of NIT.

vi. 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 shall only be accepted for assessing the eligibility of the tenderer. However, the certificates issued by Public Limited Company/ Private Limited Company or Non-Govt. Organization can be considered only if they are supported by TDS certificates(Form 16A/26AS) in support of value of work done by the tenderer. TDS certificate for full contract value as mentioned in the work order must match failing which the same shall not be considered.

vii. The Certificates of Experience should be submitted alongwith respective Letter of Award by the issued by concerned client(s) as mentioned above.

b) Specialist sub-contractor:

The Bidder must give a separate undertaking for key activity mentioned below that either he is having minimum requisite experience mentioned below himself or he will be deploying specialist subcontractor having such experience (in proportion of the quantity proposed to be assigned to him), if he is awarded the contract:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Key Activity</th>
<th>Minimum Experience Requirement (executed during the last Seven years prior to the applications submission deadline) for the Bidder or the specialist subcontractor for execution of following Key activities:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Track Works</td>
<td>Execution of laying and linking of railway track with points and crossings of 2.11 km in one year</td>
</tr>
</tbody>
</table>

Note:-

(1) If the contract is awarded to the bidder and he himself does not have requisite experience as above, he is required to enter into legally enforceable agreement with the specialist subcontractor at least one month prior to scheduled starting of Key activity as per program submitted by him as contractor and agreed by the engineer. The agreement must specify the specific role and responsibility of the subcontractor.

(2) Experience requirement of key activity under the Clause shall be adjudged in the same manner as described under the applicable clauses mentioned in clause 3 below:-

2.1) Evaluation shall be done to assess the execution of quantity of each activity in a period of any one year. In cases, where year-wise quantities (For identical Period ) of a particular key activity are indicated in the employer’s certificate(s) of single or multiple works, the same will be considered to arrive at the total quantity of the particular key activity executed in a single year through single/multiple contract(except for OHE and Transmission Line key activities where year wise quantity mentioned by employer will not be considered and calculation shall always be made as per sub-paras below). In all other cases, assessment of execution of quantity of the key activity in a period of any one year will be made in the following manner:
2.2) If the criteria is being met through a single contract (as per statement submitted by the bidder as required vide Para 2.7 below), then the quantity executed shall be divided by the number of months from start of execution of activity up to the end of execution of activity and multiplied by 12 to arrive at the quantity executed in a year (if the period of execution is less than 12 months, the same will be taken as 12 months for calculation purpose) to establish whether the criteria is being met.

2.3) If the criteria is being met through multiple contracts (as per statement submitted by the bidder as required vide Para 2.7 below), then the quantities executed through these contracts will be added and the sum shall be divided by number of months for the period starting from earliest month of start of execution of the activity in any of the contracts and ending with the latest month of execution of the activity in any of the contracts, as per employer’s certification. In case the period between the earliest start month and latest finish month is less than 12 months, it will be taken as 12 months for calculation purposes. This average will then be multiplied by 12 to arrive at quantity executed in a year to establish whether the criteria is being met.

2.4) In case employer's certificate does not indicate start/end month of execution of the key activity then start/end month of contract shall be considered as the start/end month of execution of the key activity except for OHE or transmission line key activity which shall be as under:

For OHE key activity, the date of start will be the date of issue of LOA. However, if the employer certifies that any delay in start of the project was beyond the control of the contractor, actual date of start of OHE structure foundation, as certified by the Employer, will be considered as the date of start of OHE activity. For Transmission Line key activity, date of issue of LOA will be considered as the date of start of activity.

The date of latest charging of OHE at 2.2 KV/ 25 KV or above, as certified by the Employer, will be considered as the end date of OHE activity for that particular work. For Transmission Line key activity the end date will be the date of commissioning of Transmission Line.

2.5) For S&T activity, the number of stations commissioned (after installation and testing) of EI/SSI/PI/RRI within one year shall be counted as under:

- For new EI/PI/SSI/RRI works commissioned: -
  1 x number of stations involving indoor and outdoor signaling works + 0.5 number of stations involving only outdoor signaling works + 0.5 number of stations involving only indoor signaling works.

- For modification works of existing EI/PI/RRI//MACLS with end cabin Lever frames installations commissioned to suit Railway Electrification works: -
  0.5 x number of stations involving RE modification signaling works

- For new Automatic Signalling works commissioned:-
  0.1x Number of Automatic Signals (excluding Advance Starter, Starter and Home Signals of the Station)

- No other alteration/ modification work shall be considered.

2.6) For the contracts starting more than seven years prior to the deadline for submission of bids and where employer’s certificate does not clearly indicate quantity of a particular key activity executed during last seven years prior to the deadline for the submission of bids, in
such a case, quantity considered to be executed during the period of the such contract falling within last seven years shall be worked out on proportionate basis [i.e. by applying ratio of period of contract falling in last seven years to total period of the contract or period of execution of key activity falling in last seven years to total period of execution of the key activity as given in employer’s certificate as the case may be]. Provisions of note (i) above shall also apply to cases where period falling within last seven years is less than 12 months.

2.7) Bidder should submit a statement indicating as to how criteria specified under the above item is being met duly referring to the relevant employer’s certificates enclosed with the bid.

(c) Should have had average annual financial turnover of at least **50%** of the estimated cost put to tender during the immediate last three consecutive financial years ending on **31.03.2019** duly supported by annual financial report (i.e. audited copies of balance sheet and profit and loss statement) or certified by Chartered Accountant along with Income Tax return for last 03 financial years. Turnover means income from construction works only.

(d) Should not have incurred any loss in more than two years during the immediate last five consecutive financial years, ending **31.03.2019**, Copies of balance sheet / Certificate from Chartered Accountant duly self attested by the tenderer shall be submitted.

(e) Should have a Solvency of 40% of the estimated cost issued by his bankers in the name of the bidder. The Solvency Certificate should not have been issued earlier than Six Months of last date of submission of the tender.

(f) Should have valid Permanent Account Number of Income Tax and GST registration certificate.

(g) Should have valid PF Registration number and valid GST Registration No. in the state of Odisha. In case the bidder does not have both the numbers in the state of Odisha 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 whichever is earlier.

(h) Bid Capacity: 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:

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

Where,

A = Maximum value of construction works executed in any one year during the last five years (consecutive five years) ending **31.03.2019**, 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 = Number of years prescribed for completion of work for which bids have been invited

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

The Tenderer is requested to furnish the existing commitments of works under execution along with stipulated period for completion of remaining for each of the work should be furnished in an affidavit on non-judicial stamp paper of value of Rs. 100/- duly certified that the particulars furnished are correct as per the Performa in **Annexure-A**.

(i) Site visit for the subject tender is mandatory. The bidders shall visit the site to Study/assess
the tendered work and also acquaint themselves of the prevailing local conditions & detail requirement of the project work before submitting their bid. Bidder has to enclose a certificate counter signed by EPI official or furnish undertaking for having visited the site.

(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.

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.

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.

(k) 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.

(l) Even though an applicant may satisfy the eligibility criteria, EPI reserves the right for not accepting the tender if he has record of poor performance such as abandoning work, not properly completing the work, delay in execution of work, poor quality of work, financial failure / weakness etc.

(m) Selection of the Sub-Contractor shall be subject to thorough verification of their credential and inspection of similar works (if required) carried out / in progress by them, through a Technical Committee of experts.

(n) Completion certificates from the client shall be in the name of the company who is submitting the tender. The contractor has to produce original documents for their verification as and when demanded by EPI. The tender of any tenderer shall be rejected if on detailed scrutiny; documents submitted along with the tender are found to be unsatisfactory / forged and action shall be taken by EPI. The decision of EPI in this regard shall be final and the binding on the tenderer.

(o) Relevant experience certificates and other documents as mentioned above fulfilling the qualifying criteria duly self-attested by the tenderer shall be uploaded. Completion Certificates 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 tenderer 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 tenderer.
The tenderers may note that they are liable to be disqualified and not considered for the opening of Price Bid if:–

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

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

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

d) If the tenderers attempt to influence any member of the selection committee.

EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers. The Bidder Should submit an Affidavit in Form-A in this regard on Non-Judicial Stamp Paper of Rupees One Hundred Only.

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

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 MSTC portal https://www.mstcecommerce.com/eprochome/EPIL.

Volume I: Notice Inviting e-Tender (NIT), Bid Capacity, Special Instructions to Bidder for e-Tendering, Addendum to ITT, Bidder Information, Memorandum, Proforma for Affidavits and Integrity Pact.

Volume II: Additional Condition of Contracts, Instruction to Tenderer & General Conditions of contact (EPI); Clients Conditions of Contract containing Client's Special & General Conditions of Contract, Client's Works Requirement, Technical Specification & BOQ, Tender Drawing

Volume-III : Bill of Quantity & Quoting sheet,

3.0 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 Limited,
30 / 31A, 1st Floor, Jeevan Vikas Bhawan,
Asaf Ali Rd, New Delhi,
Delhi-110006
Contact No.: 033-22901004, 011-23212357, 011-23215163, 011-23217850
Availability: 10 AM to 5:30 PM on all working days.

Email-ID: mstcnro@mstcindia.co.in

They may obtain further information regarding this tender from GM (Contracts) at the address given at Clause No. 22.0 below from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

For proper uploading of the bids on the portal namely:

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

4.0 Bidders can download the bid document from the portal without paying document fees in advance; however, interested bidders have to pay tender fees for participating in the tendering and submitting the bid. For this purpose the interested bidders shall be required to pay Rs.11,800.00 (Rupees Eleven Thousand Eight Hundred only) (GST @ 18% included), the GSTIN of EPI for West Bengal is 19AAACE0061C1ZA as non-refundable document fees in the form of Demand Draft in favour of “Engineering Projects (India) Ltd.” payable at Kolkata. The fees to be paid to MSTC are separate.

5.0 E-Bids must be submitted/uploaded along with scanned copies of relevant documents as mentioned at “Addendum to Instructions to Tenderers” on the MSTC portal on or before last date & time of online bid submission. Late bids will not be accepted. The bid must be accompanied by Earnest Money Deposit (EMD) of Rs.41,59,858.00 (Rupees Forty One Lakh Fifty Nine Thousand Eight Hundred Fifty Eight Only). This can be either in the form of Crossed Demand Draft or Pay Order (in CTS form) of any Nationalized Bank/Scheduled Bank for the full amount of EMD 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 of EPI, favouring "Engineering Projects (India) Ltd”. The EMD shall be valid for minimum period of 180 days (one hundred eighty days) from the last day of submission of tender. Tenders submitted without EMD or inadequate amount of EMD shall be rejected. The bid shall be valid for 90 days from date of opening of Price Bid.

Tender fee, EMD (In original), Power of Attorney, NSIC/MSME (Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 with the concerned DIC) certificate as per Clause No.1 (i) if bidder is claiming EMD/Tender fee exemption must be submitted in physical form at the address given at Clause No. 22.0 below as stipulated under Time Schedule of Tender Activities. If the above documents are not received in time then their offer shall not be considered and EPI shall not be responsible for any postal delay in respect of submission of hard copy part of the bids.

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

7.0 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. 22.0 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 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.

12.0 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.

13.0 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.
14.0 **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 / RVNL and the Bidder shall have no claim on EPI / RVNL, 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.

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

17.0 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 MSTC portal https://www.mstcecommerce.com/eprochome/EPIL the bidders are required to check these websites regularly for this purpose, to take into account before uploading/submission of tender. All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure.

18.0 The tenderers should note that the credential such as value and volume of works completed as submitted by the tenderers along with their offers may be forwarded by EPI to the owner. The offer of the tenderers against whom the Owner does not give satisfactory remarks shall be rejected by EPI.
19.0 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 the authenticity of the PQ documents/BG/Solvency from the concerned department/Bank. 

**Hence the intending bidders must furnish their e-mail id and contact phone number along with the techno-commercial part.** In case the PQ documents such as work experience certificate, bank solvency certificate etc. submitted by a bidder is found to be fake the EMD submitted by him shall be forfeited by EPI without making any reference to him. Further such a tenderer shall be at a risk of losing his right to participate in any tender called by EPI for a minimum period of one year.

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

21.0 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.

22.0 Tender documents shall be issued by and submitted to:

General Manager (Contracts)
Engineering Projects (India) Ltd.
Eastern Regional Office
9th Floor, 50, Chowringhee Road,
Kolkata –700071
(Tel No.033-22824426/27)

For more information on EPI, visit our website at: http://www.engineeringprojects.com
For more information on the e-tender, visit website of M/s MSTC LTD: https://www.mstcecommerce.com/epruchome/EPIL

General Manager (Contracts)
## BID CAPACITY

Tender for Construction of Civil Works for the project work of "Construction of PEB shed, structures, water supply arrangement, drainage, sewerage, road works, track works in connection with construction of main line EMU Car Shed (Phase-2) at Khurda Road, Odisha (India)"

**NIT No:** ERO/MMD/RVNL-ORP/1142 **Dated:** 12.02.2020

**ESTIMATED COST PUT TO TENDER : Rs. 31,59,85,799/-**

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

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

Where,

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

## BID CAPACITY CALCULATION BY BIDDER

\[
\text{BID CAPACITY CALCULATION BY BIDDER}
\]

\[
\text{SIGN & STAMP OF BIDDER}
\]
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 in 05 months (Rs)</th>
</tr>
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</tbody>
</table>

Balance Commitments during 05 months as per NIT Rs.

It is certified 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
Special Instructions to Bidders for e-Tendering.

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. 41,59,858.00 (Rupees Forty One Lacs Fifty Nine Thousand Eight Hundred Fifty Eight Only) in the form of a Bank Guarantee/Demand Draft.

d. Tender fee Original copy of the Rs. 10,000.00 (Rupees Ten Thousand Only) plus GST @ 18% (i.e. Rs. 11,800.00) 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.

General Manager (Contracts)
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. 10,000.00 (Rupees Ten Thousand Only) plus GST @ 18% (i.e. Rs. 11,800.00) in form of Demand Draft.
(c)  Original EMD of Rs. 41,59,585.00 (Rupees Forty One Lacs Fifty Nine Thousand Five Hundred Eighty Five 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 (j) 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 Civil Works for the project work of “Construction of PEB shed, structures, water supply arrangement, drainage, sewerage, road works, track works in connection with construction of main line EMU Car Shed (Phase-2) at Khurda Road, Odisha (India).” 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>GM (Contracts)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td>Engineering Projects India Limited</td>
</tr>
<tr>
<td></td>
<td>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/eprochome/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:

   ![Install Component](image)

   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:

![Vendor Login](image)

2.5 System will ask you to verify your digital signature

![Digital Signature](image)

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:

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 Transaction Fee payment link in their login, and pay the same through online payment (debit card, credit card, net banking etc) or RTGS/NEFT (Challan).

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

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

For 2 cover with price bid in excel
E-Tender Technical Cum Price Bid

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

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:
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 31.03.2019

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”
<table>
<thead>
<tr>
<th><strong>Bidder Information</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Company Name</strong>*</td>
</tr>
<tr>
<td><strong>Make / Brand</strong>*</td>
</tr>
<tr>
<td><strong>Registration Number</strong>*</td>
</tr>
<tr>
<td><strong>Registered Address</strong>*</td>
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<tr>
<td><strong>Name of</strong></td>
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<tr>
<td><strong>Bidder type</strong>*</td>
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<tr>
<td><strong>City</strong>*</td>
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<tr>
<td><strong>State</strong>*</td>
</tr>
<tr>
<td><strong>Country</strong>*</td>
</tr>
<tr>
<td><strong>Postal code</strong>*</td>
</tr>
<tr>
<td><strong>PAN/TAN / Number</strong>*</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>
</tr>
<tr>
<td><strong>GSTIN Registration Number</strong>*</td>
</tr>
<tr>
<td><strong>Company’s Establishment Year</strong>*</td>
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<td><strong>Company’s Nature of business</strong>*</td>
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<td><strong>Company’s Legal status</strong>*</td>
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<tr>
<td>Limited company/ Undertaking/Joint venture/Partnership/others</td>
</tr>
<tr>
<td><strong>Company Category</strong>*</td>
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<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>
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<td><strong>Contact Details</strong></td>
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<td><strong>Enter Company's Contact Person Details</strong></td>
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<td><strong>Title</strong>*</td>
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<td><strong>Correspondence Email</strong>*</td>
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<tr>
<td><strong>Designation</strong></td>
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<tr>
<td><strong>Phone</strong>*</td>
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<tr>
<td><strong>Mobile</strong>*</td>
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</table>

*Mandatory information (must be filled by the bidders)*
MEMORANDUM

(ENCLOSURE TO FORM OF TENDER)

REF.: "Tender for Construction of Civil Works for the project work of "Construction of PEB shed, structures, water supply arrangement, drainage, sewerage, road works, track works in connection with construction of main line EMU Car Shed (Phase-2) at Khurda Road, Odisha (India)"."

Ref.: NIT No. ERO/MMD/RVNL-ORP/1142 Dated: 12.02.2020

<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>Name of Work</td>
<td></td>
<td>As mentioned in NIT</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner / Client / Employer</td>
<td></td>
<td>RAIL VIKAS NIGAM LIMITED</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>Percentage Rate</td>
</tr>
<tr>
<td>iv)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs. 31,59,85,799/-</td>
</tr>
<tr>
<td>v)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 41,59,858/-</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for Completion of Work</td>
<td>NIT</td>
<td>Total work to be completed in <strong>14(Fourteen) months</strong> in accordance with the time schedule of completion of work in the tender documents.</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>8.0</td>
<td>Mobilization Advance of maximum 5% of Contract value in two equal installments</td>
</tr>
</tbody>
</table>
as per clause 6.0 of ACC.

Advance against Plant and Machinery limited to 5% of Contract value as per clause 6.0 of ACC

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>viii)</td>
<td>Interest Rate on Advance Payment</td>
<td>8.0</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of Installments for recovery of Advance</td>
<td>8.0</td>
</tr>
<tr>
<td>x)</td>
<td>Schedule of Rates applicable</td>
<td>69.0</td>
</tr>
<tr>
<td>xi)</td>
<td>Validity of Tender</td>
<td>4.0</td>
</tr>
<tr>
<td>xii)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>9.0</td>
</tr>
<tr>
<td>xiii)</td>
<td>Retention Money</td>
<td>10.0</td>
</tr>
<tr>
<td>xiv)</td>
<td>Time allowed for starting the work</td>
<td>43.0</td>
</tr>
<tr>
<td>xv)</td>
<td>Defect Liability Period</td>
<td>74.0</td>
</tr>
<tr>
<td>xvi)</td>
<td>Arbitration</td>
<td>76.0</td>
</tr>
</tbody>
</table>
xvii) Jurisdiction 76.3 Courts in Kolkata/ Odisha

xviii) Price Adjustment 16.0 Clause 11.0 of ACC

SIGNATURE OF TENDERER:

NAME (CAPITAL LETTERS):

OCCUPATION:

ADDRESS:

SEAL OF TENDERER
Annexure-II

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)........................................................................ To EPI 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...............................................................................................................

Verified at ……………………this……………………day of……………………

DEPONENT

ATTESTED BY (NOTARY PUBLIC)
AFFIDAVIT

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM RS.100/-DULY
CERTIFIED BY NOTARY PUBLIC)

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

I, the deponent above named do hereby solemnly affirm and declare a 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 this tender to EPI are genuine and 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 my application for pre-qualification out rightly and also debar me / M/s………………… from participating in any future tenders/ PQ.

DEPONENT

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
AFFIDAVIT

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM RS.100/- DULY
CERTIFIED BY NOTARY PUBLIC)

I, ........................................ (name).............. (Designation) appointed as the
attorney/authorized signatory of the bidder (including its constituents), M/s. -------------(hereinafter called the bidder) for the purpose of the Bid for the work of Construction of Civil Works for the project work of "Construction of PEB shed, structures, water supply arrangement, drainage, sewerage, road works, track works in connection with construction of main line EMU Car Shed (Phase-2) at Khurda Road, Odisha (India)" as per the bid No. ----------------------- dtd ------- ----  of RVNL, do hereby solemnly affirm and state on behalf of the bidder including its constituents as under:

1. That the bidder or any of its constituents has not been Blacklisted/ banned for business dealings for all Government Departments or by Ministry of Railways or by RVNL at any time and/or no such blacklisting is in force as on the deadline for submission of bids.

2. That none of the previous contracts of the bidder or any of its constituents had been terminated/rescinded for Contractor's failure or part terminated for its failure as a JV partner with forfeiture of its full Performance Security, by Rail Vikas Nigam Ltd. during the period of last 3 years before the deadline for submission of bids.

3. The bidder or any of its constituents has not been imposed liquidated damages of 5% or more of contract value by RVNL due to delay in the implementation of any previous contract (either in the capacity of a single entity or as constituent of any other JV) within the period of last 2 years before the deadline for submission of bid [2 years shall be reckoned from the date on which imposed L.D. has exceeded 5% of the contract price] and there are no such accrued delay damages which has not been fully recovered before the deadline for submission of bids on account of contractor's request for deferring recovery to maintain cash flow and RVNL has acceded to the same in the interest of the project and the work under the previous contract in question has been completed before the deadline for submission of bid, unless imposition of such delay damages has been set aside by the Competent Authority.

4. That the Bidder or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the bid.

5. That the name of the Bidder or any of its constituents is not on the list of "Poor Performer" of RVNL as on the deadline for submission of bid.

6. We declare that the bidder or any of its constituents have not either changed their name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of chapter XI of Vigilance manual of Indian Railways with latest amendments and corrections (available on website of Indian Railways), consequent to having been banned business dealings for specified
period which is not over or suspended business dealings or having been declared as poor performer.

7. We declare and certify that balance sheets for last three financial years including that for the latest concluded financial year are being submitted.

8. We certify that services offered by us meet the minimum local content requirement (in terms of revised Public Procurement (Preference to Make in India) Order 2017) as specified in the bidding document. We understand that in case of any false certification in this regard shall be a breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (GFR) for which we or our successors can be debarred for up to two years as rule 151 (iii) of GFR along with such other actions as may be permissible under law.

9. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

10. We declare that the information and documents submitted along with the tender by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.

11. We understand that in case we cease to fulfill the requirements of qualifying and eligibility criteria at any time after opening of bids and till finalization of bids, it will be our bounden duty to inform the Employer of our changed status immediately and in case of our failure to do so, our bid shall be rejected and bid security shall be forfeited. In case such failure comes to the notice of Employer at any time after award of the contract, it will lead to termination of the contract and forfeiture of Bid or Performance Security. We shall also be liable for Banning of Business dealings upto a period of five years.

12. We understand that if the contents of the affidavit are found to be false at any stage during bid evaluation, it will lead to rejection of our bid and forfeiture of the bid security. Further, we Engineering Projects (India) Limited and all our constituents understand that we shall be liable for banning of business dealings upto a period of five years.

13. We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Bid or Performance Security and Banning of Business dealings of the Bidder and all its constituents for a period of upto five years.

DEPONENT

Verification:

Verified on ............... day of ................... 2020 at Kolkata that the contents of the above mentioned affidavit are true and correct and nothing material has been concealed there from.

DEPONENT
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 – 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.

(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 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 )  ______________________ ______________________