TENDER DOCUMENT

e-TENDER No: ERO/CON/809/1152

Tender for Construction, Upgradation, Widening & Strengthening of Various Roads in Koida Block of Sundargarh District, Odisha under DMF Scheme (Package 3).

VOLUME – I

Notice Inviting e-Tender (NIT), 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, Integrity Pact, Proforma for Bank Guarantee towards EMD, Proforma for Security Deposit cum Performance Bank Guarantee.

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
9th Floor, 50, Chowringhee Road,
Kolkata – 700071
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Tender for "Construction, Upgradation, Widening & Strengthening of Various Roads in Koida Block of Sundargarh District, Odisha under DMF Scheme (Package 3)".

Engineering Projects (India) Limited, EPI has been appointed as Project Management Consultant by the District Collector and Magistrate, Sundargarh District, Odisha,(herein after called ‘Client’) for Construction, Improvement, Widening & strengthening of various roads in the District of Sundergarh, Odisha under DMF Scheme(hereinafter referred to as the ‘Project’).

EPI invites online bids in open e- tender two packet system on prescribed forms from bona fide firms/companies having requisite experience and financial capacity for execution of the work detailed in the table given below:

<table>
<thead>
<tr>
<th>Name of work</th>
<th>Estimated Cost</th>
<th>Completion Period</th>
<th>Earnest Money Deposit</th>
<th>Tender Fee</th>
<th>Routine Maintenance Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction, Upgradation, Widening &amp; Strengthening of Various Roads in Koida Block of Sundargarh District, Odisha under DMF Scheme (Package 3)</td>
<td>Rs. 20,78,92,064.00 (Rupees Twenty Crore Seventy Eight Lakh Ninety Two Thousand Sixty Four Only)</td>
<td>12 Months</td>
<td>Rs. 30,78,930.00 (Rupees Thirty Lakh Seventy Eight Thousand Nine Hundred and Thirty Only) by DD / Bank Guarantee from a Scheduled Bank in favour of “Engineering Projects (India) Ltd.” payable at Kolkata.</td>
<td>Rs. 11,800.00 (Rupees Eleven Thousand Eight Hundred Only) Inclusive of GST @ 18% by DD from a Scheduled Bank in favour of “Engineering Projects (India) Ltd.” payable at Kolkata.</td>
<td>Five (05) Years</td>
</tr>
</tbody>
</table>

The list of the roads is as below.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Road</th>
<th>Length (Approx)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Malda to Gidei School</td>
<td>2.950 KM</td>
</tr>
<tr>
<td>2.</td>
<td>NH 215 To Rangalbeda Basti</td>
<td>0.900 KM</td>
</tr>
<tr>
<td>3.</td>
<td>NH 215 To Tukutola</td>
<td>1.800 KM</td>
</tr>
</tbody>
</table>
1. **Time schedule of Tender activities:**

   i. Last Date & Time for Online submission of tender documents: 19.06.2020 at 02:00 PM
   
   ii. Last Date & Time of Offline submission of tenders (physical documents): 19.06.2020 at 02:30 PM
   
   iii. Date & Time of online opening of tenders (Techno-Commercial Bid): 19.06.2020 at 4:00 PM

2. **Pre-bid Meeting:**

   i. A pre-bid meeting of the interested prospective bidders shall be convened on 08.06.2020 at 2:00 PM in the office of GM (Contract), ENGINEERING PROJECTS (INDIA) LIMITED, Eastern Regional Office, 9th Floor, Chowringhee Road, Kolkata -700071.

   ii. The bidder is requested to communicate/submit queries in writing so as to reach this office not later than Three (3) days before the meeting, queries may be sent by hard copies or scan signed soft copy by e-mail. However, EPI has right to reserve to entertain the queries of any prospective bidder in later date if any, on merit basis.

3. **Eligibility Criteria**

   A. 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.

      i. The bidder should have experience of successfully completed construction of rural/two/four/six lane projects of bituminous / concrete road works during the last 7 (seven) years ending 31.03.2020 should be either of the following:

         a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost

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<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Road</th>
<th>Length (Approx)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.</td>
<td>NH 215 To Tentulidhi</td>
<td>2.850 KM</td>
</tr>
<tr>
<td>5.</td>
<td>NH 215 Toda To Girjatola</td>
<td>1.650 KM</td>
</tr>
<tr>
<td>6.</td>
<td>Gaganaposh Forest To Phatatanagar Naik Sahi</td>
<td>3.600 KM</td>
</tr>
<tr>
<td>7.</td>
<td>Mandajoda PMGSY To Upper Gidei</td>
<td>1.150 KM</td>
</tr>
<tr>
<td>8.</td>
<td>Kasira To Narayanposh</td>
<td>1.500 KM</td>
</tr>
<tr>
<td>9.</td>
<td>Purnapani RD Road To Natra House</td>
<td>1.000 KM</td>
</tr>
</tbody>
</table>
OR
b. Two similar completed works each costing not less than the amount equal to 60% of the estimated cost

OR
c. One similar completed works costing not less than the amount equal to 80% of the estimated cost.

ii. 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.

iii. “Similar work” shall mean Construction / Upgradation / Widening / Strengthening of bituminous / concrete roads.

iv. The experience certificate should be issued by office not below the rank of Executive Engineer /Project Manager / Unit Head.

v. Bidders must have average Annual Financial Turnover for last three consecutive financial years ending 31.03.2019 from ‘road works’ should not be less than Rs. 1040.00 Lakh.

vi. Bidders must enclose Solvency Certificate of Rs. 830.00 Lakh issued by a Scheduled Bank in India in the bidder’s name. The Solvency Certificate should not be issued more than one year prior to the last date of submission of tender (including any extension of the tender submission date).

vii. Copies of Balance sheet / Certificate duly certified by from Chartered Accountants for last three years ending with 31.03.2019 to be submitted.

viii. The bidder should have qualified engineers with minimum ten years of experience in the field of Road work.

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

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

xi. Copies of valid GST Registration certificate, PAN, Income tax Return and registration certificate etc are to be submitted.

xii. Bidder shall furnish details of Technical staff to be deployed at site.

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

B. 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;

4. Evaluation of the bidder

i. Bidders who qualify as per the eligibility criteria given above will be short listed based on the documentary credentials submitted by the bidder along with and Price bid of qualified bidder shall only be opened with prior intimation to the bidder.

ii. Even though a bidder may satisfy the above requirements, he would be liable to disqualification if they have:

   a. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the pre-qualification document.

   b. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc., should be defined.

   c. Not submitted Tender Fee unless otherwise exempted as per condition of the tender

   d. Tenders are not submitted in prescribed format with supporting documents.

Selection of the contractors 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.

5. Bidder shall submit the following documents duly signed and stamped a part of technical bid online only.

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

   ii. List of works executed during the last 7 years indicating name of the Client, value, date of start and completion along with completion certificate.

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

   iv. CA certified audited balance sheets and profit and loss accounts along with schedules for the last 3 years ending with 31.03.2019.

   v. Copy of PAN Card

   vi. Copy of GST Registration certificate

   vii. Details of manpower available.
viii. Registration Certificate/Memorandum and Articles of Association/Partnership Deed/ Affidavit.

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

x. Site visit is mandatory. The bidders shall visit the site before submitting their bid. Bidder has to enclose a certificate countersigned by EPI official or furnish undertaking for having visited the site.

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

i. Notice inviting tender & Special Instructions to bidders for e-tendering

ii. General Conditions of Contract

iii. Additional Conditions of Contract

iv. Specification and Drawings

v. Bill of Quantities and Price Bid

7. In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized certifying authorities.

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

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

They may obtain further information regarding this tender from General Manager (Contracts) at the address given at Clause No. 17.0 below from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

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

Bidders can download the bid document from the portal without paying document fees in advance; however, interested bidders have to pay tender fees for participating in the tendering and submitting the bid. For this purpose, the interested bidders shall be required to pay Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only) (GST @ 18% included), the GSTIN of EPI for 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.

Note: The fee to be paid to MSTC for the registration in their website is separate.
9. E-Bids must be submitted/ uploaded along with scanned copies of relevant documents as mentioned at “Special Instructions to Bidders” on or before last date & time of online bid submission. Late bids will not be accepted.

10. Following documents must be submitted in physical form at the address given at Clause No. 17.0 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.

   i. Tender fee

   ii. Earnest Money Deposit

   iii. Original Power of Attorney for signing the bid

   iv. Proforma for Affidavit duly signed and stamped (in Original) (as per Clause no. 14)

   v. Bidder Information

   vi. Memorandum

   vii. NSIC/MSME(Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 with the concerned DIC) certificate as per Clause No.3 (xiii) if bidder is claiming EMD/Tender fee exemption.

   viii. Form of Tender.

   ix. Letter of Undertaking.

   x. Proforma for Integrity-Pact duly signed and stamped (in Original)

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

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

13. 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.

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

Bidder should also furnish Integrity Pact duly signed and stamped as per the format given in Annexure – V.

15. 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.

16. 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 bidders.

17. Hard copies of the required documents as per clause 10 to be submitted to:

General Manager (Contracts)
Engineering Projects (India) Ltd.
9th Floor, 50 Chowringhee Road, Kolkata-71
Ph no: 033-22824556
E-Mail ID: erocontracts@gmail.com

18. Contact details for site related quarries:
Shri Amar Kondagurla,
Deputy General Manager (Tech)
EPI Bonai Site Office,
Mobile No: 8480604676

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

19. Conflict of Interests

If the bidder or any of its affiliates is engaged by EPI in providing consulting services for the preparation of Project Report for the project under DMF Scheme, Sundargarh, then their bid(s) will be liable to rejection.
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 5 of NIT and Clause no. 3 of “Addendum to Instruction to Tenderers”

b. Signed and stamped copy of tender document.

c. EMD.

d. Tender Fee.

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 (Quoting Sheet & BOQ) 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) Tender fee

b) Earnest Money Deposit

c) Original Power of Attorney for signing the bid

d) Proforma for Affidavit duly signed and stamped (in Original) (as per Clause no. 14)

e) Bidder Information

f) Memorandum

g) NSIC/MSME (Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 with the concerned DIC) certificate as per Clause No. 3 (xiii) if bidder is claiming EMD / Tender fee exemption

h) Form of Tender.

i) Letter of Undertaking.

j) Proforma for Integrity-Pact duly signed and stamped (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, Upgradation, Widening & Strengthening of Various Roads in Koida Block of Sundargarh District, Odisha under DMF Scheme (Package 3) 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>KIND ATTN.</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:j.bhattacharjee@engineeringprojects.com">j.bhattacharjee@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/eprohome/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 MSTC PORTAL:

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

   ![New Window](image)

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:

   ![Chrome Extension](image)

   For other browsers please install the extension as applicable.
2.2 On the right side of the page click on Register as a Vendor:

![Vendor Login](image)

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

![Registration Form](image)

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
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:

![Download NIT/Corrigendum](image)

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.

![Bid Floor](image)

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).

![Transaction Fee payment](image)

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
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:
Instruction to Tenderer (ITT)

&

General Conditions of Contract (GCC)

Attached in Annexure-VIII

(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 31.03.2019.

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”
# Bidder Information

<table>
<thead>
<tr>
<th><strong>Company Name</strong>*</th>
<th></th>
</tr>
</thead>
<tbody>
<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>
<tr>
<td><strong>GSTIN Registration Number</strong>*</td>
<td></td>
</tr>
<tr>
<td><strong>Company’s Establishment Year</strong>*</td>
<td></td>
</tr>
<tr>
<td><strong>Company’s Nature of business</strong>*</td>
<td></td>
</tr>
<tr>
<td><strong>Company’s Legal status</strong>*</td>
<td></td>
</tr>
<tr>
<td>Limited company/ Undertaking /Joint venture / Partnership /others</td>
<td></td>
</tr>
<tr>
<td><strong>Company Category</strong>*</td>
<td></td>
</tr>
<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>
<td></td>
</tr>
</tbody>
</table>
**Contact Details**

Enter Company’s Contact Person Details

<table>
<thead>
<tr>
<th><strong>Title</strong>*</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr/Mrs/Dr/Shree/Ms</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Contact person Name</strong>*</th>
<th></th>
</tr>
</thead>
</table>

| **Date of Birth***  
(DD/MM/YYYY) |  |
|-------------------|---|

| **Correspondence Email***  
(Correspondence Email ID can be same as your Login ID. All mail correspondence will be sent only to the Correspondence Email ID) |  |
|--------------------------|---|

<table>
<thead>
<tr>
<th><strong>Designation</strong>*</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Phone</strong>*</th>
<th></th>
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</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Mobile</strong>*</th>
<th></th>
</tr>
</thead>
</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 Construction, Upgradation, Widening & Strengthening of Various Roads in Koida Block of Sundargarh District, Odisha under DMF Scheme (Package 3).

NIT No. : ERO/CON/809/1152 Date: 29.05.2020

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

**REF.:** Construction, Upgradation, Widening & Strengthening of Various Roads in Koida Block of Sundargarh District, Odisha under DMF Scheme (Package 3).

**NIT No:** ERO/CON/809/1152 Date: 29.05.2020

<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>Construction, Upgradation, Widening &amp; Strengthening of Various Roads in Koida Block of Sundargarh District, Odisha under DMF Scheme (Package 3)</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner</td>
<td></td>
<td>Collector &amp; District Magistrate, Sundergarh, Odisha.</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td>NIT</td>
<td>Percentage Rate Contract</td>
</tr>
<tr>
<td>iv)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs. 20,78,92,064.00 (Rupees Twenty Crore Seventy Eight Lakh Ninety Two Thousand Sixty Four Only)</td>
</tr>
<tr>
<td>v)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 30,78,930.00 (Rupees Thirty Lakh Seventy Eight Thousand Nine Hundred and Thirty Only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>Total work to be completed in 12 months (Twelve months) 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>12.0 of ACC</td>
<td>No mobilization advance.</td>
</tr>
<tr>
<td>viii)</td>
<td>Secured Advance against Non-perishable Materials</td>
<td>13.0 of ACC</td>
<td>No secured advance.</td>
</tr>
<tr>
<td>ix)</td>
<td>Escalation / Price Variation</td>
<td>16.0 of GCC</td>
<td>No escalation / price variation.</td>
</tr>
<tr>
<td>x)</td>
<td>Schedule of Rates Applicable</td>
<td>69.0 of GCC</td>
<td>Odisha Schedule of Rates</td>
</tr>
<tr>
<td>xi)</td>
<td>Validity of Tender</td>
<td>4.0 of GCC</td>
<td>90 (Ninety) Days</td>
</tr>
<tr>
<td>xii)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>4.0 of ACC</td>
<td>5.00% (Five Percent only) of Contract Value</td>
</tr>
<tr>
<td>xiii)</td>
<td>Retention Money</td>
<td>5.0 of ACC</td>
<td>5.00 % (Five percent only) of the contract amount, which shall be deducted in the manner set out in this contract.</td>
</tr>
<tr>
<td>xiv)</td>
<td>Time allowed for starting the work</td>
<td>43 of GCC</td>
<td>The date of start of contract shall be reckoned 10 days from the date of issue of Letter of Intent of acceptance of Tender.</td>
</tr>
<tr>
<td>xv)</td>
<td>Defect Liability Period</td>
<td>74 of GCC</td>
<td>12 (Twelve) Months from the date of taking over of works.</td>
</tr>
<tr>
<td>xvi)</td>
<td>Routine Maintenance Period</td>
<td>NIT</td>
<td>5 (five) years from the date of taking over</td>
</tr>
<tr>
<td>Sl. No.</td>
<td>Description</td>
<td>Cl. No</td>
<td>Values/ Description to be applicable for relevant clause(s)</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>--------</td>
<td>----------------------------------------------------------</td>
</tr>
<tr>
<td>xvii)</td>
<td>Arbitration</td>
<td>20 of ACC</td>
<td>Arbitration shall be as per provisions of Clause no. 76 of GCC. The Venue of Arbitration shall be Kolkata.</td>
</tr>
<tr>
<td>xviii)</td>
<td>Jurisdiction</td>
<td>21 of ACC</td>
<td>Courts in Kolkata.</td>
</tr>
</tbody>
</table>

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS): ________________________________

OCCUPATION: ________________________________

ADDRESS: ________________________________

SEAL OF TENDERER: ________________________________
ENGINEERING PROJECTS (INDIA) LIMITED  
50 Chowringhee Road  
Kolkata-700071

REF.: Construction, Upgradation, Widening & Strengthening of Various Roads in Koida Block of Sundargarh District, Odisha under DMF Scheme (Package 3).

NIT No: ERO/CON/809/1152 Date: 29.05.2020

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

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

Affidavit of Mr.………………………………………… son (or daughter) of R/o
………………………………………………………………………………………………………………

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

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 demands of or 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 outrightly 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. Verifiedat………………this……dayof………………

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
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 are preventative 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 submits 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 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 confidentiality 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 ball 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) ---------------------------------------------------------
 ---------------------------------------------------------
 ---------------------------------------------------------
PROFORMA FOR BANK GURANTEE IN LIEU OF EARNEST MONEY DEPOSIT

In consideration of Chairman & managing Director, Engineering Projects (India) Limited, (A Govt. of India Enterprise), Core-3, Scope Complex, Lodhi Road, New Delhi Pin-110003, (hereinafter called the EPI) having agreed to accept bank Guarantee of Rs.............. in lieu of EARNEST MONEY DEPOSIT from................................................................. (hereinafter called the Supplier/ Contractor/Sub-Contractor, which expression shall include its heirs, successors and assignees) in respect of the Tender for.......................................................................................................................... We, .................................................................. bank having its registered/head office at......................... (hereinafter referred to as the Bank) do hereby agree and undertake to pay to EPI without demur or protest an amount not exceeding Rs......................... on demand by EPI

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

We the above said Bank further agree that the guarantee herein contained shall be in full force and in effect until ................................................... date................................... Unless a demand or claim under this guarantee is made on us in writing on or before........................................ date................................., we shall be discharged from all liabilities under this guarantee thereafter.

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

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

Dated.............................this day of.............. 201...

For and on behalf of the Bank

Note: on a Non-Judicial stamp paper of Rs. 100/- (Rupees One Hundred Only)
Annexure – VII

PROFORMA FOR SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

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

Dear Sir,

In consideration of the Chairman & Managing Director, Engineering Projects (India) Ltd.(hereinafter called ‘EPI’ which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions of supply contract /sub-contract no. .........................................................

.......................... Dated..........................................made between........................................................

..................................................................................... (hereinafter referred to as the said Supplier/sub-contractor) which expression shall unless repugnant to the subject or context includes its successors and assigns) and EPI in connection with ............................................................ (hereinafter called ‘The said supply Contract/Sub-contract ) to accept a Deed Security Deposit-cum-Performance bank guarantee as herein provided for ................................................. lieu of :

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR AND ON BEHALF OF BANK