



ENGINEERING PROJECTS (INDIA) LTD.
(A Govt. of India Enterprise)
Contracts Division, Corporate Office, New Delhi

NIT No: EPI/CO/CON/984/867

Date- 23.10.2024

NOTICE INVITING e- TENDER (NIT)

Tender for Construction of State of Art Hygienic Wholesale Fish Market at Basta, Dist- Balasore, Odisha.

Engineering Projects (India) Ltd., invites the online **open** e-Tenders on **Percentage Rate Basis** on behalf of "Department of Fisheries, Govt of Odisha" from the eligible contractors/firms who fulfil the eligibility criteria as per the brief particulars of scope for the "**Tender for Construction of State of Art Hygienic Wholesale Fish Market at Basta, Dist- Balasore, Odisha**" in two bid system (Techno-commercial bid & Price Bid) for the following works:

Sr. No.	Name of Work	Tentative Estimated Cost (Excluding GST)	Project Duration	EMD(Rs.)	Tender Fee (Rs.)
1.	Tender for Construction of State of Art Hygienic Wholesale Fish Market at Basta, Dist- Balasore, Odisha	Rs. 61,53,44,207.00 (Rs. Sixty One Crore Fifty Three Lakh Forty Four Thousand Two Hundred Seven only)	18 (Eighteen) Months	Rs 71,53,442.00 (Rs. Seventy One Lakh Fifty Three Thousand Four Hundred Forty Two only)	Rs. 17,700.00 (Rupees Seventeen Thousand Seven Hundred only)

1.0 Scope of Work:

The brief scope of work included in this tender shall be for Construction of State of Art Hygienic Wholesale Fish Market at Basta, Dist- Balasore, Odisha including Architectural Consultancy services.

The detail scope for Architectural Consultancy services including vetted drawings and design are mentioned below:

- Undertaking site visits to collect details/data/information required for planning purpose, holding necessary discussion with the Client and EPI and obtaining requirements of project and attending meetings at site of work or EPI's Office, Client's Office as and when required by EPI.
- To prepare necessary documents along with survey & soil investigation for the site of the project.
- Preparation and submission of detailed "Master Plan" of entire complex and obtaining necessary approvals from client and statutory bodies wherever required including preparation, submission of models, photographs and other documents required in connection with approval from client and Statutory Bodies wherever required.

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- iv. Preparation and submission of detailed Architectural drawings, designs and specifications for building / Structures / equipment's etc. for construction and releasing to site including getting necessary approval from client wherever required.
- v. Collection of all data and preparation of Environment Impact Assessment report and getting EIA clearance of the project from concerned authorities of state and Central Government as required.
- vi. Wherever applicable, preparation and submission of detailed designs, drawings and documents pertaining to all interior decoration, furniture, furnishing and other similar services for buildings / structures suitable for construction and release at site including getting necessary approvals from client.
- vii. Preparation and submission of detailed structural designs drawings, fabrication and erection drawings and detailed bar bending schedule (if required by EPI field units/ client) based on approved Architectural drawings. For various buildings/ structures complete, suitable for construction and release to site including getting approvals from client wherever required. The contractor shall get the structural design checked & vetted from reputed Technical Institute/College viz any NIT, IIT, CBRI, SERI, Govt. Engineering College, Engineering College of State/Central University before issuing the structural drawing for execution. All costs related to checking/vetting shall be borne by the Contractor and is deemed to be included in the fees mentioned in tender.
- viii. Preparation and submission of detailed designs, drawings and documents for all internal utility services like plumbing, fire-fighting, electrification, fire detection, communication, networking, acoustics and other specialized services as per the requirements of the project suitable for construction and release to site including getting necessary approval from client, wherever required.
- ix. Preparation of designs drawings and documents pertaining to external utility services like water supply, sewerage, storm water drainage, fire hydrants schemes, treatment plants for water and sewerage, water supply In-take arrangements, roads, street lighting, telephone system, substations, switch yards and other related schemes, landscaping, horticulture, arboriculture, street furniture, paths, boundary walls and any other specialized extra services as per project requirement suitable for construction and release to site including getting necessary approvals from client, wherever required.
- x. Preparation and submission of detailed bills of quantities, detailed estimate including preparation and submission of detailed take off calculation sheets, analysis of rates The Associate Consultant will provide market rate justification of each item of bill of quantity on the pattern of CPWD market rate analysis / as per EPI's requirement at the time of invitation of tender for each package by EPI.
- xi. Carrying out all modifications/ deletions /additions / alteration in design / drawings/documents as required by client and EPI for proper execution of works at site till completion and handing over of the project to the client.
- xii. Preparation and submission of completion reports, completion drawings and documents for the projects as required and acceptable to client including getting necessary completion certificates, from statutory bodies.

The Contractor shall supply free of charge to EPI, the following:

- a) Four numbers of copies of project report referred in clause (ii)
- b) Four sets of complete detailed design calculations (structural and other services) including Supply of drawings incorporating subsequent modifications / revision, if any.
- c) Four sets of each of all working drawings for Architectural Structural, Public Health, Electrical, Erection and all services and works (good for construction drawings), based on the approved drawings including supply of drawings incorporating modifications / revision, if any.
- d) Four sets of detailed estimates and rate analysis of all works.

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- e) Adequate number of additional design, drawings and other documents needed for proper execution of works.
- f) In addition, contractor shall give soft copies all above document for client / EPI's reference and record.
- g) All design and drawing shall be the property of EPI and the name & LOGO of EPI shall be predominantly displayed on all the drawings and documents as "Prime Consultant". The originals of approved completion drawings be on good quality re-producible on tracing paper. The proprietary rights of design shall remain with EPI.

2.0 Time schedule of Tender activities:

i	Start Date & Time for Downloading of tender documents	23.10.2024 FROM 900 Hrs
ii	Last Date & Time of Submission of Tenders (online & offline)	13.11.2024 at 1500 Hrs
iii	Date & Time of online opening of tender (Technical Bid)	14.11.2024 at 1500 Hrs
iv	Last date of submission of Pre Bid queries	Up to 04.11.2024

3.0 Qualification Criteria:

Contractors/ Bidders who fulfill the following requirements are eligible to participate in this tender.
The joint ventures/ Consortium is not accepted.

A) Technical Criteria

- i. The bidders must have experience of having successfully completed following similar works during the last seven (7) years ending last day of the month previous to the one in which applications invited should be either of the following:
 - a) Three similar works, each costing not less than or equal to **FORTY PERCENT (40%)** of total cost put tender
 - OR
 - b) Two similar works, each costing not less than or equal to **FIFTY PERCENT (50%)** of total cost put tender
 - OR
 - c) One similar work of costing not less than or equal to **EIGHTY PERCENT (80%)** of total cost put tender

The "similar works" shall mean any "Construction of Multistoried building along with Electrical, Plumbing work with STP, Fire Alarm & Firefighting & Road Work."

Note- Bidder shall submit copies of Completion certificates along with LOA / LOI, Contract agreement clearly mentioning the detail scope of work, value of work, date of start, time as per LOI and actual date of completion and actual value of work completed. The experience certificate in this regard should be issued by officer not below the rank of Executive Engineer / Project Manager / Unit Officer.

- For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent (7%) per annum, calculated from the date of completion to the date of Bid opening.

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- The cost of free issue materials shall not be included in the completion cost of works.
- The work completion experience certificates issued by Government Organizations / Semi Government Organizations / State Government Public Works Department / Central Government / Public Sector Undertakings / Autonomous Bodies / Municipal Bodies shall be accepted for assessing the eligibility of the tenderer.

(B) Financial Criteria

- ii) Should have average annual financial turnover on works amounting at least 50% of the estimated cost put to tender during the last three consecutive financial years ending on 31.03.2023. Turnover certificate with balance sheets along with schedules duly certified by a Chartered Accountant along with UDIN issued by ICAI is also to be submitted.
- iii) Should not have incurred any losses in more than two years during the immediate last five consecutive financial years, ending 31.03.2023, Copies of Annual report including therein balance sheet, statement of profit & loss for last 5 years along with schedules duly Certificate from Chartered Accountant with UDIN issued by ICAI is also to be submitted.
- iv) Should have a Banker's Certificate from a National / Schedule Bank of the amount equal to 40% of the Estimated Cost put to tender (ECPT). The Banker's Certificate or should not have been issued earlier than Three (03) Months of last date of submission of tender.

OR

Net worth Certificate of minimum 10% of the estimated cost put to tender issued by certified Chartered Accountant with Unique Document Identification Number (UDIN). The Net Worth certificate shall be of the last financial year ending on 31st March 2023.

The Banker's Certificate & Net worth Certificate shall be in the format prescribed in Annexure-F.

- v) Bidder has to submit undertaking regarding details of Constitution of firm/Company along with the details of its directors as per enclosed Annexure-C. In case the bidder fails to submit Constitution of firms with the bid along with the details of its firm Directors as per Annexure-C their bid will be rejected.
- vi) It is desired that the bidder visits the site before submitting the bid to assess the Ground condition and working conditions at site. In case the bidder decides not to visit site, they shall be responsible for all the consequences thereof. Bidder has to submit a self-declaration with the bid in respect of the same.
- vii) The Bidder should not be currently declared ineligible/ suspended/ blacklisted/ banned/ debarred by EPIL or by any Central/ State Govt. Department/Public Undertaking or Enterprise of Central/ State Government and such ban should not be in force at the time of submission of the bid or extended deadline for submission of bid. Bidder has to submit a notarized self-declaration with the bid in respect of the same that **"(.....Agency Name...) has not been currently declared ineligible / suspended / blacklisted / banned / debarred by**

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EPIL or by any Central / State Govt. Department / Public Undertaking or Enterprise of Central/ State Government and such ban should not be in force at the time of submission of the bid or extended deadline for submission of bid”.

Notwithstanding anything stated in tender, EPI reserves the right to assess the capabilities and capacity of the tenderer to perform the contract, in the overall interest of EPI. In case, tenderer's capabilities and capacities are not found satisfactory, EPI reserves the right to reject the tender. The credentials of the Bidders with respect to Technical & Financial criteria shall be verified and inspection of the works, if required, to be carried out by EPI. If not found satisfactory by EPI, their bid will be considered non-responsive and rejected.

- 4.0** The Bidder should have a valid tie-up agreement with any consultancy /architectural firm to provide drawing, design and architectural services.
- 5.0** For Promotion of Public Procurement (Preference to Make in India) order 2017 (Revised Order dated 16.09.2020) 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”.
- 6.0** The credentials of the Bidders with respect to Technical & Financial criteria shall be verified and inspection of the works, if required, to be carried out by EPI. If not found satisfactory by EPI, their bid will be considered non-responsive and rejected.

7.0 Evaluation of the bidders:

Evaluation of the Bidders shall be subject to through verification of their documents related with credentials, BG and Bankers Certificate or Net-worth certificate and inspection of similar type works carried out/ in progress by them, through a Technical Committee of experts to be constituted by EPIL.

- 8.0** Tender documents comprising of the following are available for download/Procure and submission on CPP Portal: <https://etenders.gov.in/eprocure/app> and available for reference on the websites of EPI: www.engineeringprojects.com.

Vol. I	a) Notice Inviting Tender, b) Affidavit for NIT (Annexure – A), c) Letter of Undertaking, d) Form of Tender, e) Memorandum, f) Instructions to Tenderers, g) Addendum To Instructions To Tenderers, h) Special instructions to Bidders for e-Tendering, i) Bidder Information, j) Bank Details, k) Site Visit Declaration (Annexure-B),
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	l) Undertaking (Annexure-C), m) Local Content Declaration (Annexure-D), n) Proforma For Bank Guarantee In Lieu Of Earnest Money Deposit (Annexure-E1), o) Proforma For Insurance Surety Bonds in Lieu of Earnest Money Deposit (Annexure-E2), p) Banker's Certificate/ Net Worth Certificate (Annexure-F), q) Proforma For Security Deposit Cum Performance Guarantee (Annexure-G), r) Integrity Pact (Annexure-H) s) Undertaking for Procurement from Border Sharing Countries (Annexure-I), t) Additional Conditions of Conditions (ACC), u) General Conditions of Conditions (GCC) and v) Bidder Registration and Bid Submission Module.
Vol. II	Technical Specifications and Drawings
Vol. III	Price Bid & Bill of Quantities

9.0 An attested copy of power of attorney/ affidavit/ Board Resolution executed as under shall accompany the 'Tender Documents'.

- a) In case of Sole Proprietorship, an affidavit of Sole Proprietorship and if the tender is signed by any other person Power of Attorney by the Sole Proprietor in favour of signatory.
- b) In case of Partnership, if document is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the documents authorizing him to sign the documents. The person signing the documents should also have a specific authority to refer disputes with the partnership firm to arbitration.
- c) In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.

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

10.0 In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities. Interested bidders have to enrol themselves in CPP Portal: <https://etenders.gov.in/eprocure/app> to participate in the bidding under this invitation for bids. Also, Tender documents comprising of the following are available on the website of EPI: www.epi.gov.in & CPP Portal: <https://etenders.gov.in/eprocure/app>

For any technical related queries please call at 24 x 7 Help Desk Number
 0120-4001 002, 0120-4001 005, 0120-6277 787
 International Bidders are requested to prefix +91 as country code
 Technical - support-eproc@nic.in
 Policy Related - cppp-doe@nic.in

They may obtain further information regarding this tender from Inviting Authority at the address given in NIT from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents. **No special character like! @, #, \$, %, &, *, _ to be include while saving the file/uploading.**

For proper uploading of the bids on the portal namely CPP Portal: <https://etenders.gov.in/eprocure/app> (hereinafter referred to as the 'portal'), it shall be the sole

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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 <https://etenders.gov.in/eprocure/app> 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.

- 11.0** Bidders including MSME bidders can download the bid document from the portal without registering or paying document fees; however, interested bidders have to pay tender fees for participating in the tendering and submitting the bid. **Rs. 17,700.00 (Rupees Seventeen Thousand Seven Hundred only)**. The tender fee is inclusive of GST @ 18% and is non-refundable. The bidders have to submit, the scanned copy of Tender fee receipt after depositing the tender fee online through RTGS/ NEFT in EPI's Bank Account (as mentioned Below) along with the online bid.

- | | |
|------------------------|--|
| 1) Name of Beneficiary | : Engineering Projects (India) Ltd. |
| 2) Account No. | : 200001601125 |
| 3) Name of Bank | : IndusInd Bank M-56, Greater Kailash – II, (Main Market),
New Delhi – 110048 |
| 4) IFSC Code | : INDB0000012 |

Note: It is to be noted that being a “Works Contract” MSE benefits are not applicable. Hence all bidders have to pay tender fees and EMD of requisite amount as specified in the tender. If the offer is received without requisite Tender Fee and EMD shall be summarily rejected.

- 12.0** E-Bids must be submitted/ uploaded along with scanned copies of relevant documents pertaining to **Clause no. 3.0 & Clause no. 31.0** under Single Stage Two Envelope Bidding Procedure on the CPP portal on or before last date and time of online bid submission. Late bids will not be accepted. Under the above procedure, only the first envelope (Technical Part) shall be opened in the presence of the bidders' representatives who choose to attend in person at the address given below on schedule date and time of bid opening or may be viewed by the bidders by logging in to the portal as per features available to them. Second envelope i.e. Price part shall be opened of technically qualified bidders.

The bid must be accompanied by an Earnest Money Deposit (EMD) of Rs 71,53,442/- (Rs. Seventy One Lakh Fifty Three Thousand Four Hundred Forty Two only). This can be either in the form of Insurance Surety Bond or Account Payee Demand Draft or Fixed Deposit Receipt or Banker's cheque or Bank Guarantee of any Nationalized Bank/ Scheduled Bank/ Commercial bank as per the enclosed format or payment online in an acceptable form for the full amount of EMD payable favouring “Engineering Projects (India) Limited” payable at Bhubaneswar. The EMD shall be valid for minimum period of 150 days (One hundred fifty) from the last day of submission of tender. The earnest money (if any) will be forfeited without any prejudice to any right or remedy, in case the Bidder withdraws his offer(s) during the validity period or in case he changes his offer to his benefits, which are not acceptable to EPI.

The scanned copy of Bid security as mentioned in the NIT (Insurance surety bond, Bank Guarantee, DD, Bankers Cheque etc.) shall be submitted by the bidders with their online bid. **Preferably, Original physical form of EMD shall be submitted before the final extended bid due date and time but not later than 5 (five) calendar days from final extended bid due date and time.** In case the EMD/Bid security in original physical form does not reach EPIL within the above cutoff date, his bid

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shall be rejected and not considered for future evaluation, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of EMD/Bid security was earlier uploaded by the bidder on the mentioned Portal (online bid).

In case EMD/Bid security is submitted through net banking, submission of Original physical form of EMD / Bid Security within the bid due date shall not be required. **However, transaction details / proof of submission of EMD / bid security through net banking shall be uploaded in designated place in Tendering Portal (Online).**

The validity of offer(s) submitted by Tenderer shall be ninety (90) days from the last date of submission of the Tender. The validity period may be extended on mutual consent.

Note: BG should be submitted with Structured Finance Managing System (SFMS) issued by beneficiary bank.

- 13.0** The EMD of the successful bidder will be discharged after the contractor has furnished the required acceptable performance guarantee No interest shall be paid by EPI on the EMD.

EMD may be forfeited:

- a) If the bidder withdraws the bid after bid opening during the period of validity;
- b) Any unilateral revision in the offer made by the tenderer during the validity of the offer.
- c) If the contractor hides/ withholds (or does not disclose) any material information up on non-acceptance of LOI/ LOA, if and when placed.
- d) If any bidder furnishes any incorrect or false statement/ information/ document.
- e) If the bidder does not intimate the names of persons who are working with him in any capacity or are subsequently employed by him who are near relatives to any officers of EPI and/ or name of bidder's near relative who is posted in the project office/ concerned office of EPI.

f) Return of EMD:

The EMD of all unsuccessful tenderers (i.e. except evaluated lowest tenderer) shall be returned within Seven (7) days of the opening of price bids by EPI. Subject to clause no. 7.6 of GCC, EMD of the successful bidder should be returned after receipt of Security Deposit cum Performance Guarantee by him. **EMD** of successful tenderer, if deposited in the form of Demand Draft shall be treated as part of retention Money

- 14.0** The Terms & Conditions contained in this NIT and tender documents shall be applicable. No deviation shall be allowed from the terms and conditions stipulated in the 'Tender Documents' and tender containing deviations are liable to be rejected. In case of any unscheduled holiday, falling on the last day of submission of tender, the next working day will be treated as scheduled day and time for submission of Tender.

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

- 16.0** The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI's website/ CPP portal <https://etenders.gov.in/eprocure/app> the bidders are required to check

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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.**

17.0 The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted and confirmations of Credentials & BGs are received from the concerned department/bank shall be opened with prior intimation to them. The offer of the L-1 bidders shall be accepted subject to the confirmation of authenticity of the PQ documents/BG from the concerned department/bank.

18.0 EPI reserves the right to extend the date of submission of the tender or cancel the tender or accept any tender or reject any or all tenders or split the work of tender or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion even if an applicant may satisfy eligibility criteria. There will be no public tender opening. However, selected tenderers may be called for discussions/ clarifications after the tenders have been scrutinized.

19.0

a) 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. Even after opening of tenders EPI may enter into agreement with more than one party or may enter into agreement for part of the total work included in the tender. In such an event, the contractor shall not be allowed to revise upward their quoted rates.

b) EPI reserves the right to delete any item while awarding the work.

20.0 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.

All the bidders (Class –I local supplier, Class-II local Supplier, Non-Local Supplier) shall provide the percentage of local content in their bid as per Annexure-D irrespective of whether they are availing or not availing purchase preference under public procurement (Preference to Make in India) Policy.

21.0 In case of any discrepancy between the downloaded tender documents from the website and the uploaded copy by the tenderer, the tender documents appearing in the website being uploaded by EPI with the tender shall hold good for contractual as well as legal purposes. The tenderer shall furnish a **declaration** to this effect that **“no addition/deletion/corrections have been made in the downloaded tender document being uploaded by him and it is identical to the tender document appearing on the Website. In case of any discrepancy between the downloaded tender documents**

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from the website and the uploaded copy by me/us, the tender documents appearing in the website being uploaded by EPI with the tender shall hold good for contractual as well as legal purposes”.

- 22.0** All prospective MSME bidders are requested to get themselves registered on TReDS platform (www.rxil.in) to avail payment benefits.
- 23.0** The tenderer must carefully inspect and examine the site and its surrounding and completely satisfy himself before submitting tender as to the nature of the ground, form and the nature of the site, over ground or underground utilities or services which may hinder the progress, means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information to risks, contingencies and other circumstances which may influence or effect the tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and also of the conditions and specifications. The bidder shall submit **Site visit declaration (Annexure –B)** for the same.

In case bidder decides not to visit site, Bidder has to submit a self-declaration with the bid in respect of the same declaring that “they shall be responsible for all the consequences thereof”

- 24.0** Bidder must submit documentary evidence of having formally certified skilled workforce or commitment by the bidders/ service providers to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at the cost of service provider/vendor. In case, If the bidder doesn't have certificate skilled workforce through **Recognition of Prior Learning (RPL)** till last date of submission of bid then at the time of submission of tender the bidder should submit self-certified Undertaking that bidder shall provide the skilled workers through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project.
- 25.0** In the event of award of work, the successful tenderer must furnish Security Deposit/all Guarantees (wherever applicable) as specified in 'Tender Documents' within the time specified in the letter communicating acceptance of his offer failing which the Earnest Money Deposit will be forfeited.
- 26.0** Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & condition and specifications of the work to be done and of conditions at which stores, tools, plant etc. will be issued to him by EPI, if any, local conditions and political situations and other factors having bearing on the execution of the works. No claim of contractor whatsoever, within the purview of this clause, shall be entertained at any stage of the project.
- 27.0** In case of abnormally low bid EPI may seek written clarifications from the bidder including detailed price/rate analysis, time schedule etc. After evaluation of the aforesaid clarification documents, EPI in order to ensure performance of the contract, may:
- a) Obtain undertaking from the bidder instead of additional performance security, to safeguard EPI interest.

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- b) Reject the bid/ proposal upon not being satisfied with the documents submitted or upon failure to submit aforesaid undertaking by the bidders.

The decision of EPI on identification of Abnormally Low Bids (ALBs) shall be final and binding on the bidder. In case the bidder doesn't agree to the identification of ALB or to submit aforesaid undertaking before award of the contract, EPI reserves the right to suspend the bidder in terms of bid security declaration given by the bidder. The above shall be read in conjunction with clause No. 9.2 of GCC.

28.0 This tender is covered under Integrity Pact. Bidder shall comply with the provisions of the Integrity Pact (IP). The Integrity Pact (IP) duly signed by authorized signatory shall be submitted by the bidder with the Bid & shall be part of the Contract Agreement. The particulars of Independent External Monitor (IEM) for this tender is as below.

- a) Shri Arun Kumar Sharma
email : sharmaak6@gmail.com
- b) Shri Ganganna Satish
email : satishifs@gmail.com

The format of Integrity Pact (Annexure-) is enclosed & **Integrity Pact to be submitted on Rs.100/- stamp paper duly notarized.**

29.0 Restrictions on procurement from a Bidder of a country which shares a land border with India as mentioned in Order (public procurement) F. No. 6/18/2019-PPD dated 23.07.2020 & subsequent amendments thereof if any. Declaration to be submitted as per **Annexure-I**

30.0 Disqualification

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

- a) Non-Submission of Tender Fee and EMD as per NIT Condition.
- b) Representation in the forms, statements and attachments submitted in the pre- qualification document are proved to be incorrect, false and misleading.
- c) EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the Bidder in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Bidders.
- d) If bidder have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.

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- e) If the tenderers attempt to influence any member of the committee. EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the tenderers.
- f) If documents are not uploaded by the bidder as per instructions/due to special characters while saving files the files are unable to download the bids will be disqualified.
- g) 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.
- h) In case of existing contractors of EPI, if progress is not satisfactory in any of the project their bid will be rejected.
- i) The credentials of the Bidders with respect to Technical & Financial criteria shall be verified and inspection of the works, if required, to be carried out by EPI. If not found satisfactory by EPI, their bid will be considered non-responsive and rejected.
- j) Currently (till the last date of bid submission of the tender or till the last date of extended tender) they have record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contract, inordinate delay in completion, consistent history of litigation / arbitration awarded against the contractor or any of its constituents or financial failures due to bankruptcy etc. in their on-going / past projects.
- k) In case, any documents, information and/or certificate submitted by tenderer is found to be incorrect/false/fabricated or the tenderer has breached the terms and condition of integrity pact, EPI at its discretion may disqualify/reject/terminate the tenderer, forfeit the EMD and the tenderer shall also be liable to be suspended/debarred for a period which shall not be less than one year extending till maximum for a period of 3 years.

Note: If any tenderer withdraws his tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or makes any modifications in the terms and conditions of the downloaded tender which are not acceptable to the EPIL, then the EPIL shall, without prejudice to any other right or remedy, be at liberty to forfeit entire amount of Earnest Money as aforesaid.

31.0 Bidder shall submit the following documents (A & B) duly signed with date and stamped a part of Technical bid online. Only Online mode will be accepted for tender submission. No documents are required to be submitted offline by the bidders. Bidder has to upload all the relevant certificates regarding PQ criteria (Clause 3.0) and Clause 31.0 for qualifications with the tender, only uploaded documents will be considered for qualification.

Sign and Stamp of Bidder

Sign and Stamp of EPIL

A. Essential Required Documents:

- a) Document evidence with regard to tender fees and EMD payment (In case bidder has submitted BG for EMD, a copy of SFMS shall also to be submitted along with BG as per Clause no. 12.0 of NIT).
- b) Details of similar works executed along with completion certificate & copy of Work order for qualification as per PQ criteria.
- c) Letter of Undertaking.
- d) Notarized Power of Attorney.
- e) Affidavit of NIT (**Annexure-A**)
- f) Copy of Banker's Certificate or Net Worth Certificate as per format (**Annexure-F**).

B. Other Required Documents:

- a) Site Visit Declaration (**Annexure-B**)
- b) Undertaking regarding Constitution of Firm/ Company (**Annexure-C**)
- c) Covering letter for participation in Bid with Bid name, number with All Corrigendum and addendum (if any).
- d) List of works executed during the last 5 years indicating name of the Client, value, date of start and completion date.
- e) List of works under execution indicating name of the Client, Total Contract Value, Value of balance work in hand, date of start and completion.
- f) CA certified Annual Reports including Audited balance sheets, Financial Turnover and profit and loss accounts along with schedules for the last 5 years upto 31.03.2023 with UDIN issued by ICAI is to be submitted.
- g) CA certified No Loss and Turn over certificate with UDIN issued by ICAI
- h) Local Supplier Content certificate (**Annexure-D**) and Documentary evidence for certified skilled workforce as per Clause No. 24.0
- i) Declaration in Letter Head in accordance to Clause no. 20.0 of this NIT for no addition / deletion / corrections in the downloaded tender document.
- j) A notarized self-certification by bidder in accordance to Clause no. 3.0 (B) (viii) of this NIT for not blacklisted/ debarred & reprimanded.
- k) Form of Tender
- l) Registration Certificate / Memorandum and Articles of Association / Partnership Deed / Affidavit as proof of the organization set up.
- m) The Bidder should submit a valid tie-up agreement with any consultancy /architectural firm to provide drawing, design and architectural services.
- n) Details of manpower and equipment / plant machinery available with Bidder.
- o) Copy of valid PF Registration No.
- p) Memorandum
- q) Bidder Information with banker details as per the format.
- r) Copy of PAN Card and GST Registration Certificate.
- s) Integrity Pact (**Annexure-H**).
- t) Undertaking for Procurement form Border Sharing Countries (**Annexure-I**).

32.0 Bidders may obtain further information regarding this tender at the address given below from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

Sign and Stamp of Bidder

Sign and Stamp of EPIL

**Executive Director
(Contracts Division)
Engineering Projects (India) Ltd.
Core-3, Scope Complex,
7, Lodhi Road, New Delhi-110003
Phone: 011-24361666**

33.0 Only Online mode will be accepted for tender submission. The bidders have to submit, the scanned copy of Tender fee receipt after depositing the tender fee online in EPI's Bank Account along with the online bid. Also, the scanned copy of Earnest Money Deposit (EMD) as mentioned in the NIT (Insurance Surety Bond, Bank Guarantee, DD, Bankers Cheque etc.) shall be submitted by the bidders along with their online bid. However, Original physical form of EMD shall be submitted before the final extended bid due date and time but not later than 5 (five) calendar days from final extended bid due date and time. In case the EMD/Bid security in original physical form does not reach EPIL within the above cutoff date, their bid shall be rejected and not considered for future evaluation, irrespective of their status / ranking in tender and notwithstanding the fact that a copy of EMD/Bid security was earlier uploaded by the bidder on the mentioned Portal (online bid).

In case EMD/Bid security is submitted through net banking, submission of Original physical form of EMD / Bid Security within the bid due date shall not be required. However, transaction details / proof of submission of EMD / bid security through net banking shall be uploaded in designated place in Tendering Portal (Online).

34.0 Post tender clarification shall be governed as per clause no. 79.0 of GCC. However, no clarification will be sought in case of non-submission of Tender Fee and EMD of requisite amount or unconditional letter of acceptance or Affidavit for correctness of document/information or Power of Attorney or Net worth/banker's certificate as per format. In such case the bidder shall be rejected summarily without seeking any further clarification/documents.

35.0 Contact details for site related Queries / Visit:

Sh. Debasis Patra
AGM (Tech),
Mobile No-9424140174
Engineering Projects (I) Limited,
Email id: epil.bbsr@epi.gov.in

For more information on EPI, visit our website at: <http://www.epi.gov.in>
For more information on the e-tender visit website <https://gem.gov.in/>

.....

Sign and Stamp of Bidder

Sign and Stamp of EPIL

AFFIDAVIT

**(To be submitted by bidder on non-judicial stamp paper of Rs.100/-(Rupees Hundred only)
duly attested by Notary Public)**

Affidavit of Mr ----- So ----- 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/shaving its Head / 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 / Authorised signatory of M/s ----- do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from ----- and that no part of it is false.

Verified at ----- this ----- day of -----

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

Sign and Stamp of Bidder

Sign and Stamp of EPIL

**LETTER OF UNDERTAKING
(To Be Enclosed In Letter Head)**

To,

CONTRACTS DIVISION

ENGINEERING PROJECTS (INDIA) LTD.
Corporate Office, New Delhi

REF: Tender for Construction of State of Art Hygienic Wholesale Fish Market at Basta, Dist-Balasore, Odisha.

NIT No: EPI/CO/CON/984/867 Date: 23.10.2024

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 us by ENGINEERING PROJECTS (INDIA) LIMITED and 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 remarks(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", We agree that 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 document/Certificate/Declaration for this work is enclosed herewith.

Yours faithfully,

(Signature of the Tenderer)

Seal of Tenderer

Dated:

Sign and Stamp of Bidder

Sign and Stamp of EPI

FORM OF TENDER
(To Be Enclosed In Letter Head)

To,

CONTRACTS DIVISION
ENGINEERING PROJECTS (INDIA) LTD.
Corporate Office, New Delhi

REF: Tender for Construction of State of Art Hygienic Wholesale Fish Market at Basta, Dist-Balasore, Odisha.

NIT No: EPI/CO/CON/984/867 Date: 23.10.2024

1. 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 us for the whole work in accordance with the Notice Inviting Tender, Conditions of Contract, Specifications of materials and workmanship, Bill of Quantities Drawings, Time Schedule for completion of jobs, and other documents and papers, all as detailed in Tender Documents.
2. It is agreed that the time stipulated for jobs and completion of work in all respects and in different stages mentioned in the "Time Schedule for completion of jobs" and signed and accepted by us is the essence of the contract. We agree that in case of failure on my/our part to strictly observe the time of completion mentioned for jobs and the final completion of work in all respects according to the schedule set out in the said "Time schedule for completion of jobs" and stipulations contained in the contract, the recovery shall be made from 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 We agree that such extension of time will not be counted for the final completion of work as stipulated in the said "Time schedule of completion of jobs".
3. We agree to pay the Security Deposit /Retention money, Performance Guarantee and accept the terms and conditions as laid down in the "Memorandum" to this "Form of Tender".
4. Should this Tender be accepted, We agree to abide by and fulfill all terms and conditions referred to above and as conditioned 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. 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 we fail to commence the work within 10 days of the date of issue of Letter of intent and / or We fail to sign the agreement as per Clause 84 of General Conditions of Contract and/or We fail

Sign and Stamp of Bidder

Sign and Stamp of EPIL

to submit Performance Guarantee as per Clause 9.0 & 9.1 of General Conditions of Contract, 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. 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

Sign and Stamp of Bidder

Sign and Stamp of EPIL

MEMORANDUM
(TO BE ENCLOSED IN LETTER HEAD)

REF: Tender for Construction of State of Art Hygienic Wholesale Fish Market at Basta, Dist- Balasore, Odisha.

NIT No: EPI/CO/CON/984/867 Date: 23.10.2024

S. NO.	Description	Values/Description to be applicable for relevant clause (s)
i.	Name of work	Tender for Construction of State of Art Hygienic Wholesale Fish Market at Basta, Dist- Balasore, Odisha.
ii.	Client	Department of Fisheries, Govt of Odisha
iii.	Type of Tender	Percentage Rate Basis
iv.	Earnest Money Deposit	Rs 71,53,442/-
v.	Estimated Cost	Rs. 61,53,44,207.00 (Excluding GST)
vi.	Time for completion of work	Completion Period shall be 18 (Eighteen) months from the 10 th day of Issue of Letter of Intent and Acceptance of Tender.
vii.	Mobilization Advance	As per ACC Cl.No.5.
viii.	Interest Rate on Mobilization Advance	As per ACC Cl.No.5.
ix.	Number of Installments for recovery of Mobilization Advance	As per ACC Cl.No.5.
x.	Schedule of Rates applicable	SOR-2022 & market rate as approved by client.
xi.	Validity of Tender	90 days from the last date of submission of bid
xii.	Security Deposit cum Performance Guarantee	<p>5% (Five Percent only) of the contract value of the accepted tender within 21 (twenty-one) days from the date of issue of Purchase Order (PO)/ Letter of intent (LOI). If required, any extension of time beyond 21 days and up to 60 days may be granted by the Competent Authority. However, a penal rate of interest @ 12% per annum shall be charged for the delay in submission of Security Deposit after 21 (twenty-one) days i.e. from 22nd day to the date of submission of Security Deposit but within 60 days after the date of issue of PO/ LOI. Further, if 60th day happens to be declared holiday in the concerned office of EPI, submission of Security Deposit can be accepted on the next working day.</p> <p>The SDPG shall be submitted in the form of Bank Guarantee (format enclosed), from any Nationalized bank / Scheduled Bank / Commercial Bank or in the form of Insurance Security Bonds or Account Payee Demand Draft or Fixed Deposit Receipt or online Payment in an acceptable form. This SDPG shall be initially remain valid up to 90 (ninety) days after the end of Defect</p>

Sign and Stamp of Bidder

Sign and Stamp of EPIL

		<p>Liability Period (DLP). In case, the time for completion of work gets extended, the contractor shall get the validity of SDPG extended to cover such extended time for completion of work plus DLP plus 90 days.</p> <p>In case, even after 60 days from the date of issue of PO/ LOI, the Bidder fails to submit the Security Deposit of the requisite amount, PO/ LOI will stand withdrawn and EMD of the Bidder shall be forfeited.</p>
xiii.	Retention Money	5% (five percent only) of contract value which shall be deducted from each RA Bill excluding GST. It will be released after 24 months from the date of completion of project as certified by client. (Department of Fisheries, Govt. of Odisha).
xiv.	Time allowed for starting the work	From the 10 th day of Issue of Letter of Intent and Acceptance of Tender.
xv.	Defect Liability Period	24 months from the date of completion of project as certified by client. (Department of Fisheries, Govt. of Odisha). All other condition of GCC Clause No 74 is remains same.
xvi.	Arbitration	As per Additional Conditions of Contract.
xvii.	Jurisdiction	Courts at New Delhi

SIGNATURE OF BIDDER :

NAME (CAPITAL LETTERS) : _____

OCCUPATION : _____

ADDRESS : _____

SEAL OF BIDDER : _____

Sign and Stamp of Bidder

Sign and Stamp of EPIL

INSTRUCTIONS TO TENDERERS

1. Sealed tenders in the prescribed form are invited by Engineering Projects (India) Limited, New Delhi.
2. The tenderer is requested to sign each page of tender document and return the complete tender documents.
3. Tenders shall be submitted in sealed envelope marked with 'Title', 'Number' and 'Last Date of receipt of Tender' for the items as given in the 'Covering Letter inviting Tender' at the following address by Registered Post or through messenger within the last date of receipt of tender given in the letter inviting Tender:

**Executive Director
(Contracts Division)
Engineering Projects (India) Ltd.
Core-3, Scope Complex,
7, Lodhi Road, New Delhi-110003**

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

1st Envelope (Techno-Commercial Bid)

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

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

2nd Envelope (Price Bid)

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

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

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

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

Sign and Stamp of Bidder

Sign and Stamp of EPIL

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

6. EPI takes no responsibility for tenders lost/delayed in postal transit and therefore, tenderers should lodge their tenders sufficiently in advance.
7. Tenders shall be accompanied by Earnest Money deposit for the amount indicated in the 'Covering Letter inviting Tender' in the form of crossed Demand Draft drawn in favour of "Engineering Projects (India) Ltd." payable at Delhi or Bank Guarantee from a Nationalized Bank/Schedule Bank in the prescribed enclosed performa valid for 120 days from the due date of tender. Tender not accompanied with Earnest Money are liable to be rejected.

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

8. The EPI's format for Bank Guarantee towards 'Earnest Money Deposit' and "Security Deposit cum Performance Guarantee" is enclosed herewith.
9. EPI reserves the right to postpone the tender due date and issue required amendment, if any. There will be no public tender opening. However, selected tenderers may be called for discussions/clarifications after the tenders have been scrutinized.
10. Earnest Money shall be returned to the unsuccessful tenderer after decision has been taken on award of the contract.
11. Earnest Money of the successful tenderer shall be converted in to a part of the security deposit/returned on receipt of Security Deposit and unconditional acceptance of the order.
12. Tenders must be duly signed with date and sealed. An attested copy of power of attorney/affidavit/Board Resolution executed as under shall accompany the tender documents.
 - a) In case of Sole Proprietorship, an affidavit of Sole Proprietorship and if the tender is signed by any other person Power of Attorney by the Sole Proprietor in favour of signatory.
 - b) In case of Partnership, if document is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the documents authorizing him to sign the documents. The person signing the documents should also have a specific authority to refer disputes with the partnership firm to arbitration.
 - c) In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.
13. The tenderer shall furnish the name (s) and designation of relative (s) if any, employed by EPI.
14. Tenders with following discrepancies are liable for rejections;
 - a) Tenders with over-written or erased rates or rates and amounts not written in both figures and words.

Sign and Stamp of Bidder

Sign and Stamp of EPIL

- b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for.
 - c) Tender received after specified date/time whether due to postal or other delays.
 - d) Tender in respect of which canvassing in any form is resorted to by the tenderer.
 - e) If the tenderer deliberately gives wrong information in his tender or resorts to unfair methods in creating circumstances for the acceptance of his tender, EPI reserves the right to reject such tender at any stage.
15. No deviation shall be allowed from the terms and conditions stipulated in the tender documents and tender containing deviations are liable to be rejected. Deviations, if insisted upon must be specified in a separate 'Deviation Sheet' and kept in 1st envelope along with techno-commercial bid, otherwise, the tenderer shall be deemed to have accepted all conditions specified in these tender documents. Normally no deviation is accepted.
16. EPI reserves the right to split the order.
17. The tender shall remain open for acceptance for a period of 90 days from the due date for receiving the tender by EPI. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable, Engineering Projects (India) Limited without prejudice to any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.
18. These instructions to tenderers shall form part of the tender documents.
19. Successful tenderer must furnish Security Deposit as specified in tender documents within the time specified in the letter-communicating acceptance of his offer failing which the Earnest Money will be forfeited. The successful tenderer may also be required to enter into a contract agreement with EPI.
20. Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & condition and specifications etc. No claim within the purview of this clause shall be entertained at any stage.
21. EPI reserves the right to reject any or all tenders without assigning any reasons thereof and does not bind itself to accept the lowest tender.
22. In case the tender cannot be submitted for any reasons the complete set of Tender Documents in full shall be returned promptly but not later than 15 days from the due date to the address mentioned above for submitting the tender failing which the defaulting tenderer may not be considered for issue of future enquiries by EPI.
23. The order shall be governed by the Indian Laws for the time being in force.
24. Jurisdiction: All disputes shall be subject to Delhi Courts alone.
25. Tenderer shall submit the following documents in respect of their credentials along with their tender in the 'first envelope'.

- a) List of orders of similar items executed during the last 5 years indicating name of the client, value, date of order and delivery.
- b) List of order under execution indicating name of the client, value, date of order and delivery.
- c) Audited balance sheet and profit and loss account for the last 3 years.
- d) Registration Certificate/Memorandum of Association/Partnership Deed.
- e) Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings, etc.
- f) Sales Tax Clearance Certificate.

Seal and signature of
the Tenderer

ADDENDUM TO INSTRUCTIONS TO TENDERERS

Mode of submission of tender is through e-bids only. Hence clause no. 1 of ITT is deleted.

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

1) Clause no. 2, 3, 4, 5, 6, 9, 11, 12, 14, 15, 22, 25 of ITT stands deleted.

2) Clause no 7 of Instructions to Tenderers stands amended as below:

Tenders shall be accompanied by Earnest Money deposit for the amount indicated in the ‘Notice inviting Tender’ in the form of Insurance Surety Bond or Account Payee Demand Draft or Fixed Deposit Receipt or Banker’s cheque or Bank Guarantee of any Nationalized Bank/Scheduled Bank/Commercial bank as per the enclosed format valid for 150 days (One Hundred and Fifty) from the due date of tender or payment online in an acceptable form for the full amount of EMD payable favouring “Engineering Projects (India) Limited” payable at New Delhi. Tender not accompanied with Earnest Money are liable to be rejected.

3) Clause no. 17 of Instructions to Tenderers stands amended as below:

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

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

Special instructions to Bidders for e-Tendering

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online only and submitted in CPP Portal i.e. www.etenders.gov.in.

Broad outline of submissions are as follows:

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

Submission of Bid:

The Bidder should upload the scanned copies of all the original documents as mentioned in **NIT Clause No 31.0** and Bid-Annexures during Online Bid-Submission in addition to PQ documents listed in **NIT Clause.3.0**

Sign and Stamp of Bidder

Sign and Stamp of EPIL

BIDDER INFORMATION
(To be submitted by Bidder on its Letter Head)

Company Name*	
Registration Number*	
Registered Address*	
Name of Partners/Directors	
Bidder type* Indian/Foreign	
City*	
State*	
Country*	
Postal code*	
PAN/TAN/GST Number*	(PAN/TAN number must have 10 characters. e.g. AESTG2458A)
Company's Establishment Year	
Company's Nature of business*	
Company's Legal status* Limited company/ Undertaking/Joint venture/Partnership/others	
Company Category* Micro unit as per MSME/ Small unit as per MSME/ Medium unit as per MSME/ Ancillary unit/Project of affected person of this company/SSI/others	
Contact Details	
Enter Company's Contact Person Details	
Title * Mr/Mrs/Dr/Shree/Ms	
Contact Name*	
Date of Birth* (DD/MM/YYYY)	
Correspondence Email*	(Correspondence Email ID can be same as your Login ID. All The mail correspondence will be sent only to the Correspondence Email ID.)
Designation	
Phone *	(Phone details eg: +91 44 22272449)
Mobile*	

Sign and Stamp of Bidder

Sign and Stamp of EPIL

BANK DETAILS

PAN NO*	
GST NO*	
NAME OF BANK*	
ACTIVE BANK A/C DETAILS*	
A/C NO*	
A/C TYPE*	
BRANCH ADDRESS*	
IFSC *	

*Mandatory information (must be filled by the bidders)

Sign and Stamp of Bidder

Sign and Stamp of EPIL

Site Visit Declaration
(To Be Enclosed in Letter Head)

To,

CONTRACTS DIVISION
ENGINEERING PROJECTS (INDIA) LTD.
Corporate Office, New Delhi

REF: Tender for Construction of State of Art Hygienic Wholesale Fish Market at Basta, Dist-Balasore, Odisha.

NIT No: EPI/CO/CON/984/867 Date: 23.10.2024

Dear Sir,

I/We ----- Undersigned visited the project site on -----
and collected all the required information and data regarding availability of material and noted the
environmental condition

Yours faithfully,

(Signature of the Tenderer)

Seal of Tenderer
Dated :

Sign and Stamp of Bidder

Sign and Stamp of EPIL

UNDERTAKING
(To Be Enclosed In Letter Head)

REF: Tender for Construction of State of Art Hygienic Wholesale Fish Market at Basta, Dist-Balasore, Odisha.

NIT No: EPI/CO/CON/984/867 Date: 23.10.2024

This is to confirm that the following persons are the present Directors of the company/firm:

- 1.
- 2.
- .
- .
- .

It is further confirmed that none of the above Directors is associated with any other company/firm which is quoting for the above referred tender of EPI.

The details of constitution of M/sis submitted along with this annexure.

In case, at any later stage the above information is found incorrect, EPI can cancel our BID/LOI/Contract Agreement and may take any suitable action deemed fit against our company.

Authorized Signatory

CEO/Proprietor/MD
Name & Seal of the Company

Date:

Sign and Stamp of Bidder

Sign and Stamp of EPIL

LOCAL CONTENT DECLARATION

REF: Tender for Construction of State of Art Hygienic Wholesale Fish Market at Basta, Dist-Balasore, Odisha.

NIT No: EPI/CO/CON/984/867 Date: 23.10.2024

We(name of the bidder) undertake that we meet the mandatory minimum local content requirement as per Public Procurement (Preference to Make in India) local content policy against EPI NIT No. dtd..... The percentage of local content in the bid is% and the items offered in the bid meets the minimum local content and shall give details of the location (s) at which the local value addition is made.

(To be self certified by the Bidder)

Date:

Sign and Stamp of Bidder

Sign and Stamp of EPIL

PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

In consideration of Chairman & managing Director, Engineering Projects (India) Limited, (A Govt. of India Enterprise), Core-3, Scope Complex, Lodhi Road, New Delhi Pin- 110003. (hereinafter called the EPI) having agreed to accept bank Guarantee of Rs. in lieu of EARNEST MONEY DEPOSIT from (hereinafter called the Supplier/ Contractor/ Sub-Contractor, which expression shall include its heirs, successors and assignees) in respect of the Tender 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.....200.

For and on behalf of the Bank

Note: BG should be submitted with Structured Finance Managing System (SFMS) issued by beneficiary bank.

Sign and Stamp of Bidder

Sign and Stamp of EPIL

PROFORMA FOR INSURANCE SURETY BONDS IN LIEU OF EARNEST MONEY DEPOSIT

(on a Non-Judicial stamp paper of ₹ 100/- (Rupees One hundred only))

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 Insurance Surety Bond of ₹..... in lieu of EARNEST MONEY DEPOSIT from (hereinafter called the Bidder, which expression shall include its heirs, successors and assignees) in respect of the Tender for.....

We, [Name of Surety Insurer] having its registered/head office at(hereinafter referred to as the Surety Insurer) do hereby agree and undertake to pay to EPI without demur or protest an amount not exceeding ₹..... on demand by EPI.

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

We the above said Surety Insurer further agree that the Surety Bond 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 Insurance Surety Bond thereafter.

We, the above said Surety Insurer, 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 Surety Insurer, lastly undertake not to revoke this Insurance Surety Bond during its currency except with the prior consent of EPI in writing.

Dated.....this day of.....20XX.

For and on behalf of the Surety Insurer

Sign and Stamp of Bidder

Sign and Stamp of EPIL

BANKER'S CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s./ Sh.
 having marginally noted address, as a Customer of our bank
 are/ is respectable and can be treated as good for any engagement up to a limit of Rs.
 (Rupees)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature) For the Bank

NOTE

1. Bankers Certificates should be on letter head of the Bank, addressed to tendering authority .
2. In case of _Partnership firm, certificate should include names of all partners as recorded with the Bank.

FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

"It is to certify that as per the audited balance sheet and profit & loss account during the financial year, the Net Worth of M/s (Name & Registered Address of individual/firm/ company), as on (the relevant date) is Rs. after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on (the relevant date)."

Unique Document Identification Number (UDIN)

Signature of Chartered Accountant

Name of Chartered Accountant.....

Membership No. of ICAI

Date and Seal

Sign and Stamp of Bidder

Sign and Stamp of EPIL

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 –110 003

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/subcontractor) which expression shall unless repugnant to the subject or context includes its successors and assigns) and EPI in connection with.....

(Hereinafter called 'The said supply Contract/Sub-contract) to accept a Deed Security Deposit-cum-Performance bank guarantee as herein provided for lieu of:

- a) The Security Deposit to be made by the said supplier/Sub-contractor for the due fulfilment by the said supplier/sub-contractor of the terms and conditions contained in the said supply contract/subcontract, and
- b) Fulfilment 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 atdo hereby unconditionally and irrevocably undertake and agree to indemnify and keep indemnified EPI from time to time to the extent of (.....) only against any loss of damages, costs, charges and expenses caused to or suffered by or that may be caused or suffered by EPI by reason of any breach or breaches by the said supplier/sub-contractor of any of the terms and conditions contained in the said supply contract/sub-contract and or any amount becoming due for non-performance and /or penalty as assessed by EPI and to 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 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 months.

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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 beach 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 upto and until mid night of....., subject the claim period as mentioned in para.....

This guarantee shall be in addition to any other guarantee or security whatsoever that EPI may now or at any time anyway 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 anyway 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.

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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 ofunless 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

Note: BG should be submitted with Structured Finance Managing System (SFMS) issued by beneficiary bank.

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(Integrity Pact to be submitted on Rs.100/- stamp paper duly notarized.)

INTEGRITY PACT

Between

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

..... hereinafter referred to as “**The Bidder/ Contractor**”

Preamble

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

In order to achieve these goals, the Principal will appoint an Independent External Monitors (IEMs), 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.

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Section 2 - Commitments of the Bidder(s) / contractor(s)

- 1) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, If any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only.
 - e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) The Bidders(s)/ Contractor(s) will, when presenting their bid, disclose any transgressions with any other company that may impinge on the anti corruption principle.
 - g) Bidder(s) / Contactor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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Section 3 - Disqualification from tender process and execution from further contracts

- 1) If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or to terminate the contract, if already signed for such reason.
- 2) If the Bidder/ Contractor has committed a serious transgression through a violation of section – 2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors with the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- 3) If the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- 4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 - Equal treatment of all Bidders / Contractors / subcontractors

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- 1) In case of joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor and submit duly signed Integrity Pact by all the Sub-contractors.
- 2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor / Monitors

- 1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, EPI.
- 3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is application to Subcontractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non—Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, EPI and rescues himself / herself from that case.
- 5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no

right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the independent External Monitor shall give an opportunity to the Bidder/ Contractor to present its case before making its recommendations to the Principal.

- 7) 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.
- 8) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the EPI Board.
- 9) 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.
- 10) The word "Monitor" would include both singular and plural.
- 11) 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.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contactor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of EPI.

Section 10 - Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place.....

Date

Witness 1 :

(Name & Address)

Witness 2 :

(Name & Address)

Sign and Stamp of Bidder

Sign and Stamp of EPIL

**Undertaking for Procurement from Border Sharing Countries
[In Company's letter head]**

REF: Tender for Construction of State of Art Hygienic Wholesale Fish Market at Basta, Dist-Balasore, Odisha.

NIT No: EPI/CO/CON/984/867 Date: 23.10.2024

I have read the clause no. 29 regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or if from such a country, has been registered with EPI and will not sub-contract any work to a contractor from such countries unless such contractor is registered with EPI.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Authorized Signatory

Date :

Name & Seal of the Company

Sign and Stamp of Bidder

Sign and Stamp of EPIL