



AN ISO 9001 & 14001 COMPANY

TENDER DOCUMENT

NIT No: EPI/CO/CON/967/868

FOR

**Construction of Admin Buildings 1 and 2, Nursing Hostel and
Submarine Repair Yard at Naval Station, Rambilli, Visakhapatnam.**

Volume I – NIT, Bidder Registration Module& GCC

TENDER INVITING AUTHORITY

**Engineering Projects (India) Limited
(A GOVT. OF INDIA ENTERPRISE)
Corporate Office, New Delhi
Core-3, Scope Complex,
7, Institutional Area, Lodhi Road,
New Delhi – 110003**

ENGINEERING PROJECTS (INDIA)LTD.
(A Govt. of India Enterprise)

NIT No: EPI/CO/CON/967/868

Date: 29.10.2024

NOTICE INVITING e- TENDER (NIT)

Tender for Construction of Admin Buildings 1 and 2, Nursing Hostel and Submarine Repair Yard at Naval Station, Rambilli, Visakhapatnam.

1. Engineering Projects (India) Ltd. invites the open tenderson **percentage rate basis** on behalf of DGNP through e-tendering from the eligible contractors/firms who fulfill the eligibility criteria as per the brief particulars of scope for “Civil and Finishing works for the project of Provision of Administrative and Logistic Infrastructure under WP-07 and WP-5b At Naval Station Rambilli Visakhapatnam – Civil Works 03.” in single stage two bid system (Techno-commercial bid & Price Bid):

Sl.No.	Name of Work	Estimated cost excluding GST in ₹	Completion Period	Earnest Money Deposit (EMD) in ₹	Tender fees in ₹
1.	Construction of Admin Buildings 1 and 2, Nursing Hostel and Submarine Repair Yard at Naval Station,Rambilli, Visakhapatnam	₹40,65,21,096.00 (Rupees Forty Crore Sixty Five Lakh Twenty One Thousand Ninety Six Only)	14 (Fourteen) months + 24 Months Defect Liability Period from issue of completion certificate by client for said buildings.	₹ 50,66,000.00 (Rupees Fifty Lakh Sixty Six Thousand only)	₹ 11,800.00 (Rupees Eleven Thousand Eight Hundred Only) including GST @ 18%.

2. **SCOPE OF WORK:** The brief scope of work in this tender shall include (but not limited to) all RCC, civil, architectural, and finishing work for completion of buildings as mentioned below -
- i. Piling work including pile boring, MS liner fabrication & erection, reinforcement cage erection and concreting.EPI has completed part installation of piling.
 - ii. All the RCC works from pile cap &plinth and above.
 - iii. Internal electrical conducting and electrical works as per drawings and specification.
 - iv. Coordination with MEP vendors / engineers for providing work front to MEP contractor and getting work front clearance
 - v. Construction of water tanks,
 - vi. Flooring and finishing works
 - vii. The scope includes all the internal plumbing, water supply, sewerage system, internal RCC trenches works as per BOQ and drawings
 - viii. Electrical conduiting , switch board recess filling etc
 - ix. Site development works and Plinth Protection

The following buildings are covered under this scope of work.

1. Admin building -01.
2. Admin building -02.
3. Nursing Hostel.
4. Submarine Repair Yard.

Note:

1. EPI reserves the right to change the scope of aforesaid buildings as per priorities of DGNP and add or delete any of the building in this tender scope. However, the quoted BOQ rate of this tender shall remain same even after altering the building scope.

Project site Information

Location : Rambilli, Visakhapatnam. Andhra Pradesh.
Near Railway Station : Anakapalli Railway Station (Approx 25 KM) Railway Station
Nearest Airport : Visakhapatnam International Airport, Vizag (Approx 62 km)

The details of scope of work are given in the tender document.

3. Time schedule of Tender activities:

i	Start Date & Time for Downloading of tender documents	29.10.2024 from 1500 HRS
ii	Last Date & Time of online Submission of Tenders	19.11.2024 from 1500 HRS
iii	Date & Time of online opening of tender (Technical Bid)	20.11.2024 from 1500 HRS
iv	Last Date of Submitting Pre-bid Queries	07.11.2024 (Upto 1500 HRS)

All pre-bid queries shall have to be sent addressing Executive Director, Contracts Division, Engineering Projects (India) Limited, Corporate Office, New Delhi to contracts@epi.gov.in.

4. 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: Bidders who fulfill the following requirements are eligible to participate in this Tender. The Joint Ventures are not accepted. Also Certificate submitted in JV/ Consortium not accepted.

- i. The bidders must have experience of having successfully completed following "similar works" during the last Seven (07) years ending last day of the month previous to the one in which applications invited should be either of the following:

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

OR

Two similar works, each costing minimum **FIFTY PERCENT** (50%) of the estimated cost put to the tender.

OR

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

The similar works shall mean construction of any type of RCC framed structure with pile foundation.

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 period 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.
- The cost of free issue materials shall not be included in the completion cost of works.
- The experience certificates issued by Government Organizations / Semi Government Organizations / State Government Public Works Department / Central Government / Public Sector Undertakings / Autonomous Bodies / Municipal Bodies / Public Limited Companies listed on BSE/NSE and Private Party shall be accepted for assessing the eligibility of tender. However, the certificates issued by a Public Limited Company & Private Company must be supported by work order & TDS certificates for completed value duly certified by a Chartered Accountant along with UDIN issued by ICAI.

(B) Financial Criteria

- ii. Should have average annual financial turnover on works amounting to at least **50% of the estimated cost** during the last three consecutive financial years ending on 31.03.2024 duly certified by a Chartered Accountant. (Bidder shall submit the copies duly certified balance sheets by a Chartered Accountant with Unique Document Identification number (UDIN)).
- iii. Should not have incurred any losses in more than two years during the immediate last five consecutive financial years, ending 31.03.2024, Copies of Annual report including therein balance sheet, statement of profit & loss along with schedules for last 5 years and a 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**. 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** 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, 2024.

The Banker's Certificate or Net Worth Certificate shall be in the format prescribed in Annexure-V.

5. Tender Fee:

Bidders including MSME bidders can download the bid document from the portal without registering or paying document fees; however, interested bidders must pay tender fees for participating in the tendering and submitting the bid. For this purpose, the interested bidders shall be required to pay ₹ **11,800.00 (Rupees Eleven Thousand Eight Hundred Only) including GST @ 18%**. The tender fee is inclusive of GST @ 18% and is non-refundable. The bidders must 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
- 5) GST of EPI : 07AAACE0061C2ZE

Note: Being a work contract, MSME benefits are not applicable to this tender. NIT submitted without or insufficient tender fees and EMD shall be summarily rejected.

6. Earnest Money Deposit

The bid must be accompanied by scanned copy of Earnest Money Deposit (EMD) of ₹50,66,000.00 (Rupees Fifty Lakh Sixty Six Thousand only). The Earnest Money Deposit (EMD) can be either in the form of Crossed Demand Draft or Pay Order of any Nationalized Bank / Scheduled Bank, Bankers Cheque or Bank Guarantee with SFMS code from any of the commercial banks or payment online in an acceptable form, safeguarding the purchaser interest in all respects. The validity of EMD should be 150 days from last date of submission. EPI's bank detail is mentioned at Sr. No. 5 above.

Proforma For Bank Guaranty In Lieu of Earnest Money Deposit is enclosed at **Annexure-XIV**.

Proforma For Insurance Surety Bond In Lieu of Earnest Money Deposit is enclosed at **Annexure-XV**.

The scanned copy of EMD shall be submitted by the bidders with their online bid. Preferably, the physical form of EMD, in case of DD, BG, Insurance surety bond, shall be submitted before

due date and time for submission but not later than 5 (five) calendar days from last date of submission or within the extended time. In case the EMD/Bid security in original physical form does not reach EPIL within the above cutoff date, his 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 or any other mode of online transfer, transaction details/proof of submission through netbanking shall have to be uploaded in designated place in in the tendering portal.

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

7. 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.
8. Bidder must submit undertaking regarding details of Constitution of firm/Company along with the details of its directors as per enclosed **Annexure-VII**. In case, the bidder fails to submit Constitution of firms with the bid along with the details of its firm Directors as per Annexure-VII their bid will be rejected.
9. Bidder should submit the copy of Police verification report / Police Clearance Certificate / Character Certificate from police authority of the area where the registered office of the firm is located (or) notarized copy of valid passport of proprietor/each partner/each Director.
10. 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 must submit a self-declaration as per **Annexure-VIII** with the bid in respect of the same.
11. 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(Certificate as per **Annexure- IX**).

12. 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.
13. Tender documents comprising of the following are available for downloading from CPP Portal: <https://etenders.gov.in/eprocure/app> and available for reference on the websites of EPI: www.engineeringprojects.com& CPP Portal: www.eprocure.gov.in:
 - b) **Volume I:** Notice Inviting Tender, Instruction to Tenderers, General Conditions of Contract and Bidder Registration Module.
 - c) **Volume II:** Additional Conditions of Contract and Specifications with Scope of Work and Drawings.
 - d) **Volume III:** Price Bid.
14. Bidders should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities to participate in the tender. Interested bidders must enroll 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 for CPP portal, 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 - cphp-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 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.

15. E-Bids must be submitted/uploaded along with scanned copies of relevant documents pertaining to Clause no. 4 (i) to (iv) & Clause no. 27 (a) to(q) 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.

16. In case of any unscheduled holiday taken place on the last day of submission of tender, the next working day will be treated as scheduled day and time for submission of Tender.
17. 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.
18. The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI's website/ CPP portal the bidders are required to check these websites regularly for this purpose, to consider before uploading/ submission of tender. All Corrigendum and addendum are to be uploaded by bidder duly signed & stamped as bid annexure.
19. The price bid shall be accepted subject to the verification of credentials of the bidders from issuing authorities i.e. departments/ Banks. Opening of price bid does not prove the qualification of the bidder and no bidder can raise any claim whatsoever if their price bids are denied on the ground of verification of his credentials.
20. 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. In case of tie-tender, where two firms become the lowest, EPI reserves the right to split the work among these bidders and / or EPI will reserve the right to award the tender to any one of such bidders.
21. 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 RFP Bid & shall be part of the Contract Agreement. The particulars of Independent External Monitor (IEM) for this tender are as below-

Shri Arun Kumar Sharma. - email sharmaak6@gmail.com

Shri Ganganna Satish – email satishifs@gmail.com

The Integrity Pact (IP) as per format given at Annexure- XIV of Volume – 1 of this tender document is to be submitted in Rs. 100/- stamp paper (duly signed and stamped by the authorized signatory who signs in the offer) along with Techno Commercial Bid. Only those

bidders who have entered such an IP with EPIL would be competent to participate in the bidding.

22. 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 capabilities and capacities are not found satisfactory, EPI reserves the right to reject the tender.
23. All prospective MSME bidders are requested to get themselves registered on TReDS platform (www.rxil.in) to avail payment benefits.
24. It is desirable that the bidder should have valid PF Registration. In case, the bidders do not have PF Registration, the same shall be obtained by successful bidder within one month from the date of LOI or before release of First RA Bill.
25. **Disqualification:**The tenderers may note that they are liable to be disqualified and not considered for the opening of Price Bid if;
 - a) Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.
 - b) The Bidder is currently declared suspended /blacklisted/banned / debarred by EPIL or by any Central/state Government Department/public undertaking or Enterprise of Central/state Government and such ban is in force at the time of submission of the Bid or extended deadline for submission of bid. All bidders must furnish an undertaking as per **Annexure – XII**.
 - c) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.
 - d) If the tenderer attempts 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 Tenderer.
 - e)In case, any document, information and/or certificate submitted by Tenderer is found to be incorrect/false/fabricated or the Tenderer has breached the terms and conditions 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 be not less than one year extending till maximum for a period of three years.
 - f)In case of existing contractors of EPI, if the progress is not satisfactory in any of the project their bid will be rejected.
26. EPI shall suspend/ban any business dealing with any such contractor who fails to perform or defaults/ deviates from the terms of tender/contract without any reasonable cause, is

responsible for loss of business/money/reputation to EPI, indulges in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels to influence the tendering process or influence the price. Suspension of business dealing involves putting a contractor on bench or banning a contractor for business with EPI for periods not less than one (1) year extending utmost till (3) years.

27. Bidders shall submit the following documents duly signed and stamped a part of Technical bid online. Only Online mode will be accepted for tender submission.
- a) Documentary evidence with regards to deposition of Tender Fees and Earnest Money Deposit (EMD) as per NIT. **In case, the bidder submits EMD in form of Bank Guarantee, DD, Bankers Cheque, etc. then physical submission of Original EMD is to be ensured within 5 (five) days from date of opening of bid.** Proforma for EMD BG is enclosed in Annexure XIII.
 - b) Letter of Undertaking as per Annexure-I & Form of Tender as per Annexure-II.
 - c) Memorandum of NIT as per Annexure- III.
 - d) Experience / Completion / performance certificates of completed similar works with work order / Letter of Award / Letter of Intent, Certified final bill/ proof of payment as mentioned in the Technical Criteria Clause No. 4.A.i.
 - e) Financial Details as per Annexure- IV with documents as per Clause no. 4B.
 - f) Self-certified Copy of Bankers certificate or Documents regarding Net Worth of the Company as per Annexure-V.
 - g) Affidavit duly notarized by Notary Public on Non-Judicial Stamp Paper of ₹ 100/- for correctness of Documents /Information as per Annexure-VI along with supporting Power of Attorney / Board Resolution / Company Registration Certificate / Memorandum and Articles of Association/ Partnership Deed /Affidavit as mentioned in Clause No. 7.
 - h) Director's details as per Annexure-VII.
 - i) Police verification report / Police Clearance Certificate / Character Certificate from police authority of the area where the registered office of the firm is located (or) notarized copy of valid passport of proprietor/each partner/each director as mentioned above.
 - j) Site Visit Declaration as per Clause No. 10 - Annexure-VIII.
 - k) Declaration in respect of local content for Public Procurement (Preference to Make in India) order 2017 (Revised Order dated 16.09.2020) GOI Guideline as per Clause no. 11.0 of NIT as per Annexure- X.
 - l) Valid PF and ESI Registration.
 - m) Copy of Permanent Account Number (PAN) and GST Registration Certificate.
 - n) All pages of the entire Corrigendum (if any) duly signed by the authorized signatory.
 - o) General Information as per Annexure-XI.
 - p) A self-certification by bidder that the Bidder should not be currently declared

ineligible/suspended /blacklisted/banned debarred by EPIL or by any Central/state Government 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 as per Annexure-XII.

- q) Bidders must submit documentary evidences 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 the service provider/vendor as per Annexure-XIII.
- r) The Integrity Pact (IP) duly signed by authorized signatory as per Annexure-XVI.

Requisite original documents may be asked from bidders as required by EPI after opening of Bid i.e. power of attorney (if required), affidavit, undertaking etc.

28. All correspondence about the above shall be to the following address (By Post/In Person)

Executive Director,
Contracts Division, Corporate Office,
Engineering Projects (India) Ltd.,
Core-3, Scope Complex,
7, Institutional Area, Lodhi Road,
New Delhi - 110003
Tel No. 011-2436 1666 Extn.: 2324
E-mail - contracts@engineeringprojects.com

29. Contact details for site related Queries / Visit, please contact on the following address :

Sh. Sharon Satyanadh Ganji,
General Manager,
Engineering Projects (India) Ltd.
Kurmanapalem, Near A+ Hospital,
Visakhapatnam, Andhra Pradesh - 530046
E-mail – ss.ganji@epi.gov.in ,
Tel./Mob. No.: 9177111203

For more information on EPI, visit our website at: <http://www.epi.gov.in>. For information on the e-tender, please visit website of CPP portal Ltd. at: <https://etenders.gov.in/eprocure/app>.

30. 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.

Executive Director
Contracts Division

Date: 29.10.2024

LETTER OF UNDERTAKING
(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)
(TO BE TYPED ON LETTER HEAD)

SUB: Tender for Construction of Admin Buildings 1 and 2, Nursing Hostel and Submarine Repair Yard at Naval Station, Rambilli, Visakhapatnam.

NIT No.:EPI/CO/CON/967/868 dated 29.10.2024.

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

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

2. The contents of clause of the Tender Documents have been noted where in it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remark(s)/condition(s) (except unconditional rebate on price, if any) in the ‘Price-Bid’ 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 of ‘Price-Bid’, I / We agree that my/our tender shall be summarily rejected and EPI shall, without prejudice to any other right or remedy be at liberty to forfeit the full said Earnest Money absolutely.

3. The required Earnest Money for this work is enclosed herewith.

Yours faithfully,

Authorized Signatory

Seal of Tenderer
Dated

FORM OF TENDER
(TO BE TYPED ON LETTER HEAD)

SUB.: Tender for Construction of Admin Buildings 1 and 2, Nursing Hostel and Submarine Repair Yard at Naval Station, Rambilli, Visakhapatnam.

NIT No.: EPI/CO/CON/967/868 dated 29.10.2024

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 Earnest Money, Security Deposit cum Performance Guarantee, Retention Money and accept the terms and conditions as laid down in the "Memorandum" to this "Form of Tender".
4. Should this Tender be accepted, 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 I/we fail to commence the work with issue of Letter of Intent and / or I/We fail to sign the agreement as per Clause 84 of General Conditions of Contract and/or I/We fail to submit Security Deposit cum Performance Guarantee as per Clause 9.0 &9.1 of General Conditions of Contract, I/We agree that EPI shall, without prejudice to any other right or remedy, be at

liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.

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

Date theday of

SIGNATURE OF TENDERER -----

NAME (CAPITAL LETTERS) -----

OCCUPATION -----

ADDRESS -----

SEAL OF TENDERER

MEMORANDUM

(ENCLOSURE TO FORM OF TENDER)

SUB: Tender for Construction of Admin Buildings 1 and 2, Nursing Hostel and Submarine Repair Yard at Naval Station, Rambilli, Visakhapatnam.

NIT No.: EPI/CO/CON/967/868 dated 29.10.2024

Sl. No.	Description	Cl. No.	Values/Description to be applicable for Relevant clause(s)
i)	Name of work	NIT	Construction of Admin Buildings 1 and 2, Nursing Hostel and Submarine Repair Yard at Naval Station, Rambilli, Visakhapatnam.
ii)	Name of Owner / Client	NIT	DGNP
iii)	Type of Tender	NIT	Percentage rate
iv)	Estimated Cost excluding GST		₹40,65,21,096.00 (Rupees Forty Crore Sixty Five Lakh Twenty One Thousand Ninety Six Only)
v)	Earnest Money Deposit	NIT	₹ 50,66,000.00 (Rupees Fifty Lakh Sixty Six Thousand only)
vi)	Time for completion of work	NIT	Total work to be completed in 14 (Fourteen) months in accordance with the time schedule of completion of work in the Tender Documents.
vii)	Mobilization Advance	ACC	Interest bearing mobilization advance for maximum 5% (Five percent) of contract sum shall be given to the Contractor.
viii)	Interest Rate on Mobilization Advance	ACC	Interest rate shall be 12% - simple interest
ix)	Recovery of Mobilization Advance	ACC	As per ACC.
x)	Validity of Tender	NIT	90 (Ninety) Days
xi)	Security Deposit cum Performance Guarantee	ACC	3.00% (Three Percent only) of Contract Value.
xii)	Retention Money	ACC	5.00% (Five percent only) of the contract amount, which shall be deducted in the manner set out in this contract.
xiii)	Time allowed for starting the work	ACC	The date of start of contract shall be reckoned as 10 th day from the date of issue of e-mail/telegram / letter / telex / FAX of Letter of Intent (LOI) of work.
xiv)	Defect Liability Period	ACC	24 (Twenty-Four) Months from the date of taking over of works.

Sl. No.	Description	Cl. No.	Values/Description to be applicable for Relevant clause(s)
xv)	Arbitration	ACC	Arbitration shall be as per provisions of ACC. The Venue of Arbitration shall be New Delhi.
xvi)	Jurisdiction	ACC	Courts in New Delhi

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS)

OCCUPATION

ADDRESS

SEAL OF TENDERER

FINANCIAL DETAILS

(Details to be filled online also)

SUB.: Tender for Construction of Admin Buildings 1 and 2, Nursing Hostel and Submarine Repair Yard at Naval Station, Rambilli, Visakhapatnam.

NIT No.: EPI/CO/CON/967/868 dated 29.10.2024

MANDATORY INFORMATION DOCUMENTS:

		1 st FY ₹ (In Lacs)	2 nd FY ₹ (In Lacs)	3 rd (& last) FY ₹ (In Lacs)
		a	b	C
i)	Profit/Loss			
ii)	Gross Annual Turnover of Previous 3 financial years ending as on last day of the preceding Financial Year.			
iii)	Average Annual Turnover for previous 3 financial years (₹in Lakh) = (a+b+c)/3			
iv)	Net Worth (paid up capital +reserves) as on last day of the preceding Financial Year.			
	Or			
	Bank Solvency amount as mentioned in the Bank Solvency Certificate.			

1. Summarized page of Audited Profit & Loss Account of previous five Financial Years duly certified by the chartered account, is to be submitted.
2. Summarized page of Audited Balance Sheet of last Financial Year (ending on last day of the preceding Financial Year) duly certified by the chartered is to be submitted.

Signature of Chartered Accountant with Seal

Seal and Signature of bidder

Unique Document Identification Number (UDIN)

BANKERS' 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 upto 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.

OR

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 ₹ 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

Annexure-VI

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

(To be submitted in Envelop-1 i.e. Technical bid)

AFFIDAVIT

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/s ----- having 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 any credential alongwith 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)

UNDERTAKING

(To be submitted by Bidder on its company Letter Head)

SUB.: Tender for Civil and Finishing works and infrastructure works for Priority 01 buildings for the Project of Provision of Administrative and Logistic Infrastructure under WP-07 and WP-5B at Naval Station Rambilli, Visakhapatnam.

NIT No.:EPI/CO/CON/967/868 dated 29.10.2024

This is to confirm that the following persons are the present Directors/Partners 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

Date

Name & Seal of the Company

Site Visit Declaration
(To Be Enclosed in Letter Head)

SUB.: Tender for Construction of Admin Buildings 1 and 2, Nursing Hostel and Submarine Repair Yard at Naval Station, Rambilli, Visakhapatnam.

NIT No.:EPI/CO/CON/967/868 dated 29.10.2024

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

Annexure-IX

SUB: Tender for Construction of Admin Buildings 1 and 2, Nursing Hostel and Submarine Repair Yard at Naval Station, Rambilli, Visakhapatnam.

NIT No. : EPI/CO/CON/967/868 dated 29.10.2024

MANDATORY INFORMATION DOCUMENTS:

DETAILS OF WORK EXPERIENCE CERTIFICATES OF SIMILAR WORKS

(Details to be filled online also)

S. No	Name of work and its location	Name of Client	Date and Ref. No. of Completion Certificate	Date of Start	Date of Completion	Cost of Work on completion	Remarks
1.							
2.							
3.							

1. Certified that the Completion Certificates of above works are enclosed with the Tender Documents.
2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.
3. If any detail is not mentioned in the Work Completion Certificate, documentary proof of the details like drawings, LOA, BOQ, completion certificate/occupation certificate, copy of final bill, etc. is to be submitted and uploaded on Tender Website along with the Completion Certificate.

Signature of Bidder with Seal

Public Procurement (Preference to Make in India)

UNDERTAKING

LOCAL CONTENT CERTIFICATE

SUB.: Tender for Construction of Admin Buildings 1 and 2, Nursing Hostel and Submarine Repair Yard at Naval Station, Rambilli, Visakhapatnam.

NIT No.: EPI/CO/CON/967/868 dated 29.10.2024

"Wethe statutory auditor (or as the case may be) of M/s. (Name of the bidder) hereby certify that M/s.....(Name of the bidder) meet the mandatory local content requirements of the tender as per Public Procurement (Preference to Make in India) - Local Content policy quoted vide offer no..... dated..... against EPI NIT No..... dated..... by M/s.....(Name of the bidder). The percentage of local content in the bid is.....% and the items offered in the bid meets the minimum local content and party shall give details of the location (s) at which the local value addition is made".

Name & Seal of the Issuing Authority

GENERAL INFORMATION

1.	Name of Applicant/Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization: a) An individual b) A proprietary firm c) A firm in partnership (Attach copy of Partnership) d) A Limited Company (Attach copy of Article of Association) e) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Name of Directors/Partners in the organization	
8.	Name(s) and Designation of the persons , who is authorized to deal with EPI (Attach copy of power of Attorney)	
9.	Bank Details : Name of Bank, Address of Bank Branch, Account No., RTGS, IFS Code	

Signature of Bidder with Seal

Declaration for Non - Blacklisting Status
(To Be Enclosed in Letter Head)

SUB.: Tender for Construction of Admin Buildings 1 and 2, Nursing Hostel and Submarine Repair Yard at Naval Station, Rambilli, Visakhapatnam.

NIT No.:EPI/CO/CON/967/868 dated 29.10.2024

I/We ----- hereby certify that we are not declared ineligible/suspended /blacklisted/banned/ debarred by EPIL or by any Central/state Government Department/public undertaking or Enterprise of Central/state Government at the date of submission of our bid.

Yours faithfully,

(Signature of the Tenderer)

Seal of Tenderer

Dated:

DECLARATION FOR CERTIFIED SKILLED WORKFORCE

SUB.: Tender for Construction of Admin Buildings 1 and 2, Nursing Hostel and Submarine Repair Yard at Naval Station, Rambilli, Visakhapatnam.

NIT No.:EPI/CO/CON/967/868 dated 29.10.2024

We, certify that we shall submit documentary evidence of having formally certified skilled workforce within two months from the date of commencement of work under the project .

OR

We,undertake that all our workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project .

(Signature of the Tenderer)

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 ₹..... 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 ₹..... on demand by EPI.

We the above said Bank further agree and undertake to pay the said amount of ₹..... 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.....202x.

For and on behalf of the Bank

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

PROFORMA FOR INSURANCE SURETY BONDS 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 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

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

INTEGRITY PACT

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

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.

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.

Section3– 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. Theseveritywillbedeterminedbythecircumstancesofthecase,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.

Section4 –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.

Section5 – 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.

Section6 – Equal treatment of all Bidders / Contractors /subcontractors

- (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.

Section8 – 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 tall 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.

Section10 –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.
- 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)