

# ENGINEERING PROJECTS (INDIA) LTD.

(A Govt. of India Enterprise)

NIT No: EPI/ER/CON/890/1362

Date: 09.01.2025

## NOTICE INVITING e-TENDER

Tender for Balance Work of “Infrastructural Development Works of Government Upper Primary & Primary Schools in the Bhutuda & Sasyakela at Lahunipara Block in Sundargarh District, Odisha (Package- 5A).

### 1. Introduction

Engineering Projects (India) Ltd. invites online e-Tender on behalf of District Mineral Foundation, Sundargarh, Govt. of Odisha (DMF), Sundargarh on PMC basis for Balance Work of “Infrastructural Development Works of Government Upper Primary & Primary Schools in the Bhutuda & Sasyakela at Lahunipara Block in Sundargarh District, Odisha (Package- 5A) on Percentage Rate basis under single stage two bid system from competent bidders who fulfil the eligibility criteria.

Name of Work	Estimated Cost (Rs) (Excluding GST)	Completion Period	EMD (Rs)	Tender Fees (Rs)
Balance Work of “Infrastructural Development Works of Government Upper Primary & Primary Schools in the Bhutuda & Sasyakela at Lahunipara Block in Sundargarh District, Odisha (Package- 5A)	<b>2,76,60,988.00</b>  (Rupees Two Crore Seventy Six Lakhs Sixty Thousand Nine Hundred Eighty Eight Only)	03 (Three) Months	<b>5,53,220.00</b>  (Rupees Five Lakhs Fifty Three Thousand Two Hundred Twenty Only)	<b>Rs.2360</b>  (Rupees Two thousand three hundred sixty only) including GST @ 18 %]

### 2. Brief Scope

The scope of work under this contract shall in general include (but not limited to) Civil Internal Road, Pathways, Boundary wall and Drain, Electrical (Internal & External), Sanitary, Plumbing, Water supply and Sanitation, Sewerage network for whole building, area development around building, Drain discharge & Drainage network for both new work and renovation work, included in the Bid Document and as per construction drawings and directions of Engineer-in-Charge for the Balance Work of “Infrastructural Development Works of Government Upper Primary & Primary Schools in the Bhutuda & Sasyakela at Lahunipara Block in Sundargarh District, Odisha (Package- 5A).

**Name of Schools:**

1. Govt. Badgaon Project Primary School
2. Raisuan Primary School,
3. Sarkunda Primary School,
4. Barsuanbasti Primary School
5. Damalu Primary School
6. Kusumbihi Project Primary School

For detailed scope of work, refer to the tender document.

**3. Tender Schedule:**

<b>i</b>	Start Date & Time for Downloading of tender documents	<b>[09.01.2025 from 10.00AM</b>
<b>ii</b>	Last Date of Submission of Pre-bid Queries	<b>[14.01.2025 upto 14.00Hrs]</b>
<b>iii</b>	Date of Pre-bid-meeting (Through Video Conference)	<b>[14.01.2025 at 15.00Hrs]</b>
<b>iv</b>	Last Date & Time of Submission of online Tender	<b>[22.01.2025 upto 15.00 Hrs]</b>
<b>v</b>	Date & Time of online opening of tender (Technical Bid)	<b>[23.01.2025 at 15.00Hrs]</b>
<b>vi</b>	Last Date & Time of Submission of offline EMD	<b>[22.01.2025 up to 14.00 HRS]</b>

All pre-bid queries must be sent to the Tender inviting authority as given in Clause No 13.

The bidders are requested to submit their pre-bid queries, if any, in writing within 14.01.2025 upto 14.00 hrs, beyond which no queries shall be entertained. Queries may be sent to Addl GM (Contracts), ERO by sending scanned signed soft copy via e-mail to [epiero.contracts@epi.gov.in](mailto:epiero.contracts@epi.gov.in) / [eropmd2@rediffmail.com](mailto:eropmd2@rediffmail.com) . Intended Bidders may send request mail or contact Shri J.K Mondal,DGM Mob: 9435409792) for link for Video Conference to attend on or before 14.01.2025 upto 14.00 Hrs.

**4. Tender Fee:**

Bidders can download the bid documents from the portal. However, interested bidders must pay tender fees to participate in the tender. The tender fee is non-refundable. Bidders must submit a scanned copy of proof of tender fee paid online. EPI bank account details for RTGS/NEFT as mentioned below;

- 1) Name of Beneficiary : Engineering Projects (India) Ltd.
- 2) Account No. : 164202000000243,
- 3) Name of Bank : Indian Overseas Bank, SECTOR V Branch, KOLKATA
- 4) IFSC Code : IOBA0001642.
- 5) GST No. of EPI : 19AAACE0061CAZA (West Bengal)

**Bid submitted without or prescribed Tender Fees shall be summarily rejected.**

**5. EMD:**

The bid must be accompanied by scanned copy of Earnest Money Deposit (EMD) of Rs 5,53,220.00 (Rupees Five Lakhs Fifty Three Thousand Two Hundred Twenty Only).

Earnest Money Deposit (EMD) in the form of online payment or Demand Draft/Bankers Cheque in favour of 'Engineering Projects (India) Limited' or Bank Guarantee as per the enclosed format issued from any Nationalized bank / Scheduled bank or Insurance Surety Bond.

The EMD shall be valid for minimum period of 150 days (one hundred fifty days) from the last date of submission of tender.

The scanned copy of EMD shall be submitted by the bidders with their online bid. **The physical form of EMD, in case of DD, BG, Insurance surety bond, shall be submitted on or before due date of opening of bid or within the extended time.** In case the EMD/Bid security in original physical form does not reach to EPIL Inviting authority within the above cut-off date bid shall be rejected and not considered.

In case EMD/Bid security is submitted through net banking or any other mode of online transfer, transaction details/proof of submission through net banking shall have to be uploaded along with technical Bid.

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. However, Original physical form of EMD shall be submitted by bidders within the due date & time of opening of technical bid. In case the EMD/Bid security in original physical form does not reach EPIL within the cut-off date & time, the bid shall be rejected will not be considered for 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).

**Note: Proforma for Bank Guarantee and Insurance Surety Bond in lieu of Earnest Money Deposit is enclosed with the NIT.**

**It is mandatory that the EMD BG should be submitted with Structured Finance Managing System (SFMS) issued by beneficiary bank. In case, the bidders do not submit the requisite SFMS with EMD BG, their bid shall be considered as unresponsive bid .EPI's bank detail is mentioned above.**

EMD may be forfeited:

- a) If the bidder withdraws the bid after bid opening during the period of validity;
- b) Any revision in the offer made by the Bidder during the validity of the offer.
- c) If any bidder furnishes any incorrect or false statement/information/document.

Return of EMD: The EMD of all unsuccessful Bidders shall be returned within 30 (Thirty) days of the opening of price bid. EMD of the successful bidder shall be returned after receipt of Security Deposit cum Performance Guarantee.

**Note: For works contract, MSME benefits i.e. Exemption of Tender Fee & EMD is not applicable**

## 6. Qualification Criteria (QC)

Bidders fulfilling the following requirements are eligible to participate in this tender.

### 6.1 Technical Criteria

#### a) Experience Requirement

Experience of having **successfully completed similar works** during the last 7 (Seven) years ending last day of the month previous to the one in which Tender is invited:

Three similar works, each costing not less than the amount equal to 40% of estimated cost put to tender.

OR

Two similar works, each costing not less than the amount equal to 50% of estimated cost put to tender.

OR

One similar work of aggregate cost not less than the amount equal to 80% of estimated cost put to tender.

**The 'similar works' shall mean,** "Repair / Renovation / Construction of Residential / Institutional/ hostel building along with other allied services."

In case the Bidder has executed Composite Works which includes the qualifying work(s) as per the definition of "Similar Work", then the value of such qualifying work(s) out of the total value of Composite Works shall be considered for the purpose of qualification.

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

The completion certificates issued by

a) Government / semi-government organisations, state/central government, public works departments, Public sector undertakings/ Autonomous Govt. bodies/Municipal bodies along with copy of work order/ agreement.

- Completion certificate must clearly mention tax component.
- The cost of free issue materials shall not be included in the completed value of works.
- Note- Bidder shall submit clear /legible copies of Completion certificates along with LOA, Contract agreement clearly mentioning the detail scope of work, value of work, date of start, time as per LOA 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 with detail contact nos ,email id & postal address.

**6.2 Joint-Venture/ Consortium is not eligible to bid.**

**6.3 Financial Criteria**

**a) Turn over:**

Should have average annual financial turnover (audited) on works amounting at least 50% of the estimated cost put to tender during the last three consecutive financial years ending on 31<sup>st</sup> March 2024 with duly Certified from Chartered Accountant with UDIN issued by ICAI is also to be submitted.

In case of Companies/Firms less than 3 years old, the Average annual financial turnover shall be worked out for the available period only.

**b) Profit & Loss:**

Should not have incurred losses in more than two consecutive years during the immediate last five financial years, ending 31<sup>st</sup> March 2024, Copies of Annual report including balance sheet, statement of profit & loss for last 5 years along with schedules duly Certified from Chartered Accountant with UDIN issued by ICAI is also to be submitted.

In case of Companies/Firms less than 3 years old, the bidder should not have incurred any losses since its formation.

**c) Banker's Certificate / Net Worth:**

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 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 31<sup>st</sup> March 2024 with schedules duly Certified from Chartered Accountant with UDIN issued by ICAI is also to be submitted.

The Banker's Certificate & Net Worth Certificate shall be in the format prescribed given in Annexure VII.

**NOTE: The Chartered Accountant who certifies any document (technical or financial) for the bidder shall not be an employee/ Director and not having any interest in the Bidder's company / firm.**

## 7 Documents required for meeting Qualification Criteria

### a) Bidder's past experience as Consortium/ Unincorporated Joint Venture (JV):

While evaluating the Bids, Bidder's past experience as a leader or member of a Consortium/ Unincorporated Joint Venture (JV) shall be considered acceptable, provided his scope in that Consortium/JV meets the requirement stipulated in the Experience Requirement.

In the event that the experience of the Consortium/Unincorporated Joint Venture (JV) submitted by the Bidder is deemed to meet the 'similar work' criteria, it is necessary to indicate the division of the scope of work in terms of specific activities and the associated value of work between the Consortium/Unincorporated Joint Venture (JV) members. In the event that the members of the incorporated joint venture (IJV) are indicated, but the division of scope in terms of percentage share is not specified in the documents submitted by the bidder, the completed value shall be arrived at after considering the percentage share of each member as per the shareholding pattern of IJV available in the Ministry of Corporate Affairs, Government of India database for the purpose of techno-commercial evaluation.

### b) Certificates of Subsidiary / Parent / Group Company / Own works:

Any company / firm while submitting a tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company.

In case of a Company/firm, formed after merger and/ or acquisition of other companies / firms, past work experience and financial parameters like turnover, profitability, net worth etc. of the merged / acquired companies / firms will be considered for qualification of such Company / firm provided such Company / firm continues to own the requisite assets and resources of the merged / acquired companies / firms.

### c) Foreign Certificate

In case the work experience is for the work executed outside India, the bidders have to submit the completion /experience certificate issued by the owner duly signed & stamped and affidavit to the correctness of the completion/experience certificates. The contractor shall also get the completion / experience certificates attested by the Indian Embassy / Consulate / High Commission in the respective country.

In the event of submission of completion / experience certificate/ other documents by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by the Chamber of Commerce of the respective country and attested by the Indian Embassy / Consulate / High Commission in the respective country.

**Note:** Provided further that bidder from member countries to the HAGUE convention, 1961 are permitted to submit requisite documents with "Apostille stamp" affixed by Competent Authorities designated by the government of respective country which would be acceptable in lieu of attestation from the Indian Embassy / Consulate / High Commission in their respective countries.

For the purpose of evaluation of Bid, the Exchange rate of currency into INR shall be exchange rate published by the IMF or RBI as on the Date of opening of tender.

## d) General

### 8.1 Constitution of firm:

Bidders have to submit an affidavit as per prescribed format in **Annexure IV** along with the supporting documents viz. Partnership deed (notarized), Registration Certificates in Ministry of Corporate Affairs, Memorandum and Articles of Association of the firm and Board Resolutions to prove the authorisation for submitting the bid.

- 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.

Bidders have to submit undertakings regarding details of the Constitution of the firm/Company along with the details of its directors as per enclosed **Annexure-V**. In case the bidder fails to submit Constitution of firms with the bid along with the details of its firm Directors as per Annexure their bid will be rejected.

### 8.2 Conditions for the bidders belongs to the countries sharing borders with India:

Bidder should follow the circular for Restrictions on Public Procurement from certain countries by Ministry of Finance vide press note posted on: 12/04/2023 by PIB Delhi. The Bidder should provide the undertaking in the format as given in **Annexure- VIII**.

### 8.3 Site visit declaration:

Tenderers must review all conditions and visit the site to understand sub-soil water conditions, topography, drainage, and accessibility before quoting rates. EPI will not entertain any claims against these conditions. Bidders are encouraged to visit the site to assess ground and working conditions. If they choose not to, they bear all consequences. A self-declaration must be submitted with the bid as per **Annexure- IX**.

### 8.4 Verification of Credentials:

Submission of authentic documents is the prime responsibility of the Bidder. EPI shall carry-out verification of the documents submitted towards meeting the Qualification Criteria. Wherever EPI has concern or apprehension regarding the authenticity/correctness of any document, EPI reserves the rights of getting the document cross verified from the document issuing authority.

### 8.5 Tender Documents constituents and its publishing

Complete bidding documents consisting of the following can be viewed/ downloaded from the website of CPP Portal: <https://etenders.gov.in/eprocure/app> till the Bid Due Date & Time. However, information about the location of the Bidding Document shall also be available on the websites of EPI: [www.engineeringprojects.com](http://www.engineeringprojects.com).

Volume 1: Notice Inviting Tender (NIT) with all Annexures

Volume 2: Additional Conditions of Contract (ACC),

General Conditions of Contract (GCC)

Volume 3: Technical Specifications,

Drawings and other documents

Other relevant documents

Volume 4: Price Bid with Bill of Quantities,

## **9 Bid Participation Procedure:**

### **9.1 General**

Interested bidders have to enrol themselves in CPP Portal: <https://etenders.gov.in/eprocure/app> (hereinafter referred to as the 'portal') to participate in the bidding under this invitation for bids. Also, Tender documents consisting of the following are available on the website of EPI: [www.epi.gov.in](http://www.epi.gov.in).

They may obtain further information regarding this tender from the Inviting Authority at the address given in NIT from 9:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

The intending bidders not registered on the portal mentioned above with CPP / Govt. of India are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the portal. The intending tenderer must have class-III digital signature to submit the tender.

For proper uploading of the bids on 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 the Portal, 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.

### **9.2 Validity of Tender**

The Tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of Price Bid of Tenders. The earnest money will be forfeited without any prejudice to any right or remedy, in case the bidder withdraws his Tender during the validity period or in case he changes his offer to his benefits, which are not acceptable to EPI. The validity period may be extended on mutual consent.

### **9.3 Disputes in submission:**

Bidders in their own interest are requested to upload/submit their bid well in time. In the event of failure in the bidder's connectivity with the above-mentioned CPP Portal during the last few hours, the bidder is likely to miss the deadline for bid submission. Due date extension request due to above reason may not be entertained.



No Manual Bids/Offeres shall be permitted. The offers submitted through the designated e-tendering system shall only be considered for evaluation & ordering. Bids submitted in physical form or sent in any other form such as through Fax / E-Mail / CD/DVD/Pen Drive etc. shall not be accepted.

#### **9.4 Corrigendum / Addendum:**

Bidding Document along with NIT, all corrigendum, addendum, time extension, clarifications, pre-bid queries, etc. to the NIT / bid documents shall be uploaded in the website <https://eprocure.gov.in/eprocure/app> only. Bidders should regularly visit the above website to keep themselves updated and submit their Bids based on latest information. All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure. No extension in the bid due date / time shall be considered on account of delay in receipt of any document by mail/post.

#### **9.5 Extension of Tender:**

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 annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion.

#### **9.6 Date of opening if on holiday:**

In case of any unscheduled holiday taking 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.

#### **9.7 Post-opening Procedure:**

E-Bids must be submitted/uploaded along with scanned copies of relevant documents pertaining to Clause no 6.1 , Clause no. 6.3 and list of documents as per Clause 12 under Single Stage Two Envelope Bidding Procedure on the CPPP Portal on or before the 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.

#### **9.8 Rates to be firm:**

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.

#### **9.9 Tie Tender:**

In case of tie-tender, where two firms are bidding lowest, EPI reserves the right to split the work among these bidders and / or EPI will reserve the right to award the tender to any one of such bidders.

### **9.10 Authentication:**

Bidder shall furnish an affidavit in the prescribed format of **Annexure- IV** towards the authenticity of submitted documents. The affidavit should be duly signed by the authorized signatory of Bidder holding Power of Attorney for signing of Bid.

Proprietorship/ Partnership firms shall submit the undertaking, duly signed by Proprietor or any two Partners.

### **9.11 Rejection of Bid:**

- a) Notwithstanding anything stated in the tender, EPI reserves the right to assess the capabilities and capacity of the Bidder to perform the contract using in-house information and past performance, in the overall interest of EPI. In case, Bidder capabilities and capacities are not found satisfactory, EPI reserves the right to reject the tender.
- b) The Tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modification(s) shall be rejected.
- c) The acceptance of Tender will rest with EPI. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

### **9.12 Disqualification:**

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

- a) Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.
- b) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.
- c) If the Bidder attempts to influence any member of the committee. EPI reserves its right to take appropriate action including disqualification of Bidder(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 Bidder.
- d) In case, any document, information and/or certificate submitted by Bidder is found to be incorrect/false/fabricated or the Bidder has breached the terms and conditions of Integrity Pact, EPI at its discretion may disqualify /reject / terminate the Bidder, forfeit the EMD and the Bidder 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.
- e) In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Such a bidder will be debarred from bidding in future.
- f) Canvassing in any form by the Bidder or by any other Bidder on their behalf may lead to disqualification of their Bid.
- g) In case of existing contractors of EPI, if progress is not satisfactory in any of the project their bid will be rejected.
- h) For any addition, deletion or alteration to the content of the tender document downloaded from the portal/website.bid will be rejected.

### **9.13 Declaration on Blacklisting status:**

The Bidder should not be currently declared ineligible / suspended / blacklisted / banned debarred by EPIIL 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.

#### 9.14 Suspension of Business Dealings:

EPI shall be bound to suspend/ban any business dealing with any such bidder who 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 so as to influence the tendering process or influence the price. Suspension of business dealing involves putting a bidder on bench or banning a bidder for business with EPI for particular periods not less than one (1) year extending utmost till (3) years.

#### 9.15 Hiring of Skilled Workforce under Skill India Campaign.

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.

#### 9.16 Public Procurement (preference to Make in India) Policy

- a. 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.
- b. 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 as per the **Annexure – X**.
- c. Definitions of the terms used in this regard shall be as follows:
  - i. “Local content” means the amount of value added in India in the total value of the item procured) excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
  - ii. “Class-I local supplier” means supplier or services provider, whose goods, services or works offered for procurement, meets the minimum local content i.e. 50% of total value of the goods, services or works.
  - iii. “Class-II local supplier” means supplier or services provider, whose goods, services or works offered for procurement, meets the minimum local content i.e. 20% of total value of the goods, services or works.
  - iv. “Non- Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for “Class-II Local Supplier” as mentioned above.
- d. Purchase preference will be given to Class-I local supplier as the case may be as detailed below:
  - i. Among all qualified bids the lowest bid will be termed as L1. If L1 is Class-I Local Supplier the contract for full quantity will be awarded to L1.
  - ii. If L1 is not Class-I Local Supplier, the lowest bidder among the Class-I Local supplier, will be invited to match the L1 price subject to Class-I Local supplier’s quoted price falling within the margin of purchase preference (L1+20%) and the contract shall be awarded to such Class-I Local supplier subject to matching the L1 price.
  - iii. In case such lowest eligible Class-I Local supplier fails to match the L1 price, the Class-I Local supplier with the next higher bid within the margin of purchase

(L1+20%) preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I Local supplier within the margin of purchase preference (L1+20%) matches the L1 price, the contract may be awarded to the L1 bidder.

- iv. Class-II Local Supplier will not get purchase preference in any procurement, undertaken by procuring entities.
- e. In case of false declarations by a bidder which is found in later stage, the bidder can be debarred for up to two years as per rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law. A supplier / vendor who have been debarred by any procuring entity for violation of Public Procurement order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment.

## 10 Tendering Restrictions Due to Relatives in EPI Positions

The tenderer shall not be permitted to Tender for works if his near relative is posted as an Assistant Manager or any higher ranks in the concerned Regional Office of EPI. The bidder shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in EPI. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the bidder from tendering for future works under EPI.

No employee of EPI of the rank of Assistant Manager and above is allowed to work as a Contractor or as an employee of a Contractor having interest in EPI for a period of two years after his retirement/relief from the service of EPI, without the prior permission of EPI in writing. In such cases contract is liable to be cancelled if either the Contractor or any of his employee is found at any time to be such a person who had not obtained the permission of EPI as aforesaid before submission of the Tender or engagement in the Contractor's service.

## ~~11 Integrity Pact: (Applicable For value up to 10 Crore and above)~~

~~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 their bid & shall be part of the Contract Agreement.~~

~~The Integrity Pact (IP) as per given format 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. Integrity Pact duly signed by the Bidder shall be submitted. Any tender without signed integrity Pact shall be liable for rejection.~~

~~In respect of this project, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program.~~

~~The particulars of Independent External Monitor (IEM) for this tender are as below.~~

- ~~• Shri ..... email.....@.....~~
- ~~• Shri ..... email.....@.....~~

~~The contact details of the Independent External Monitor (s) are also posted on the EPI's website i.e. [www.engineeringprojects.com](http://www.engineeringprojects.com). This panel is authorized to examine / consider all~~

references made to it under this tender in terms of Integrity Pact. The Independent External Monitors (IEMs) shall review independently the cases referred to them to assess whether and to what extent the parties concerned comply with the obligations under the Integrity Pact entered into between EPI and Contractor.

## 12 List of Documents to be submitted:

Bidders shall submit the following documents duly signed and stamped with proper indexing and pagination as the technical bid. Only online mode will be accepted for tender submission. Requisite original documents may be asked from bidders as and when required by EPI i.e. power of attorney (if required), affidavit, undertaking etc.

### **MANDATORY DOCUMENTS**

Sl. No.	Document Details	Proforma No.	NIT Clause No.	To be given in
1	Documentary evidence with regards to deposition of Tender Fees.		4	
2	Documentary evidence with regards to deposition of 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 last date of opening of technical bid.	Annexure XIII / Annexure XIV	5	
3	Letter of Undertaking.	Annexure - I		Company Letterhead
4	Form of Tender.	Annexure - II		Company Letterhead
5	Memorandum.	Annexure - III		As mentioned in the Clause
6	Affidavit along with supporting Power of Attorney / Board Resolution / Company Registration Certificate / Memorandum and Articles of Association/ Partnership Deed.	Annexure - IV	8.1	Rs.100/- Stamp paper
7	Experience / Completion / performance certificates of completed similar works with work order / Letter of Award / Letter of Intent, Certified final bill/ proof of payment as per clause(s) of Technical Criteria.		6.1	Self-attested
8	Financial Details with documents as per clause(s) of Financial Criteria.	Annexure - VI	6.3	As mentioned in the Clause
9	Self-certified Copy of Bankers certificate OR Net Worth Certificate.	Annexure - VII	6.3.(c)	As mentioned in the Clause

## **OTHER DOCUMENTS REQUIRED WITH BID FOR QUALIFICATION**

<b>Sl. No.</b>	<b>Document Details</b>	<b>Proforma No.</b>	<b>NIT Clause No.</b>	<b>To be given in</b>
10	Director's details.	Annexure - V	8.1	Company Letterhead
11	Undertaking for Procurement from Border Sharing Countries.	Annexure - VIII	8.2	Company Letterhead
12	Site Visit Declaration.	Annexure - IX	8.3	Company Letterhead
13	Declaration in respect of local content for Public Procurement (Preference to Make in India) order 2017 (Revised Order dated 16.09.2020) GOI Guideline.	Annexure - X	9.15	As mentioned in the Clause
14	Valid PF and ESI Registration.			Self-attested
15	Copy of Permanent Account Number (PAN) and GST Registration Certificate.			Self-attested
16	All pages of the Tender document along with Addendum / Corrigendum (if any) duly signed by the authorized signatory.			Self-attested
17	General Information.	Annexure - XI		Company Letterhead
18	Declaration of Blacklisting Status	Annexure - XII	9.13	Company Letterhead
19	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.	Annexure - XIII	9.15	Company Letterhead
20	<del>The Integrity Pact (IP) duly signed by authorized signatory.</del>	<del>Annexure - XVI</del>	<del>14</del>	<del>Stamp paper of required denomination</del>

### **13 Contact for tender related queries:**

All correspondence with regard to the above shall be to the following address (by post / in person).

Additional General Manager (Contracts)  
Engineering Projects (India) Ltd.  
Eastern Regional Office,  
EC-121,  
Salt Lake, Sector – I,  
Kolkata (WB) –700064  
E-Mail ID: [epiero.contracts@epi.gov.in](mailto:epiero.contracts@epi.gov.in)

### **14 Contact for site related queries:**

For site related Queries / Visit, please contact on the following address.

Shri L.K Halder, Sr. Manager  
Engineering projects (India) limited  
Shri Hari Tiles  
Mansh petrol pump  
Tankajodi Bonaigarh  
E.mail= [epi.dmf@gmail.com](mailto:epi.dmf@gmail.com)  
Pin code 770038  
Odisha

**AGM (Contracts)**

**Date:** 09.01 2025

**LETTER OF UNDERTAKING**

**(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)**

**(TO BE TYPED ON LETTER HEAD)**

**Name of work :** Tender for Balance Work of “Infrastructural Development Works of Government Upper Primary & Primary Schools in the Bhutuda & Sasyakela at Lahunipara Block in Sundargarh District, Odisha (Package- 5A).

**NIT No.:** EPI/ER/CON/890/1362    Dated: 09.01.2025

**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 ‘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)**

**Name of work:** Tender for Balance Work of “Infrastructural Development Works of Government Upper Primary & Primary Schools in the Bhutuda & Sasyakela at Lahunipara Block in Sundargarh District, Odisha (Package- 5A).

**NIT No.:** EPI/ER/CON/890/1362    **Dated:** 09.01.2025

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 fulfil 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 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/ Letter for Acceptance of Work 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

**MEMORANDUM**

(ENCLOSURE TO FORM OF TENDER)

**Name of work:** Tender for Balance Work of “Infrastructural Development Works of Government Upper Primary & Primary Schools in the Bhutuda & Sasyakela at Lahunipara Block in Sundargarh District, Odisha (Package- 5A).

**NIT No.:** EPI/ER/CON/890/1362 Dated:09.01.2025

S. No.	Description	Cl. No.	Values / Description to be applicable for Relevant clause(s)
i)	Name of work	NIT	Tender for Balance Work of “Infrastructural Development Works of Government Upper Primary & Primary Schools in the Bhutuda & Sasyakela at Lahunipara Block in Sundargarh District, Odisha (Package- 5A).
ii)	Name of Owner / Client	NIT	District Mineral Foundation, Sundargarh, Govt. of Odisha (DMF).
iii)	Type of Tender	NIT	Percentage Rate Basis
iv)	Estimated Cost	NIT	<b>Rs 2,76,60,988.00</b> (Rupees Two Crore Seventy Six Lakhs Sixty Thousand Nine Hundred Eighty Eight Only) excluding GST
v)	Earnest Money Deposit	NIT	<b>5,53,220.00</b> (Rupees Five Lakhs Fifty Three Thousand Two Hundred Twenty Only)
vi)	Time for completion of work	NIT	Total work to be completed in 03 (Three) months, which shall be reckoned from the 10 <sup>th</sup> day of issue of Letter of Acceptance(LOA)
vii)	Mobilization Advance	ACC Cl. No. 11	Not payable
viii)	Interest Rate on Mobilization Advance	ACC Cl. No. 11	NA
ix)	Number of Installments for recovery of Mobilization Advance	ACC Cl. No. 11	NA
x)	Validity of Tender	NIT	90 (Ninety) Days
xi)	Security Deposit cum Performance Guarantee	GCC Cl. No.9	5.00% (Five percent only) of the contract value
xii)	Retention Money	GCC Cl No.	5.00% (Five percent only) of the contract amount, which shall be deducted in the

S. No.	Description	Cl. No.	Values / Description to be applicable for Relevant clause(s)
		10	manner set out in this contract.
xiii)	Time allowed for starting the work	NIT	The date of start of contract shall be reckoned 10 (Ten) days from the date of (LOA).
xiv)	Defect Liability Period	GCC Cl No. 74	12 months from date of Handing over of Completed works.
xv)	Arbitration	GCC Cl 76	As per GCC Clause No.76
xvi)	Jurisdiction	ACC Cl No. 17	Courts in Kolkata

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS)

\_\_\_\_\_

OCCUPATION

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

SEAL OF TENDERER

\_\_\_\_\_

**Annexure - IV**

(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 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 provision of bid/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 submitted EMD before EPI receives said verification.
6. That any credentials/documents and the Bank Guarantee (s) submitted against the EMD issued by (name and address of the Bank) are genuine and if found at any stage to be incorrect / false / fabricated; in such case EPI is free to reject our bid/cancel pre-qualification and debar us 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 in company Letter Head)**

**Name of work:** Tender for Balance Work of “Infrastructural Development Works of Government Upper Primary & Primary Schools in the Bhutuda & Sasyakela at Lahunipara Block in Sundargarh District, Odisha (Package- 5A).

**NIT No.:** EPI/ER/CON/890/1362 Dated :09.01.2025

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/s .....is submitted along with this annexure.

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

Authorized Signatory

Date

Name & Seal of the Company

### FINANCIAL DETAILS

**Name of work:** Tender for Balance Work of “Infrastructural Development Works of Government Upper Primary & Primary Schools in the Bhutuda & Sasyakela at Lahunipara Block in Sundargarh District, Odisha (Package- 5A).

**NIT No.:** EPI/ER/CON/890/1362 Dated :09.01.2025

#### MANDATORY INFORMATION DOCUMENTS:

		1 <sup>st</sup> FY ₹ (In Lacs)	2 <sup>nd</sup> FY ₹ (In Lacs)	3 <sup>rd</sup> (& last) FY ₹ (In Lacs)
		a	b	C
i)	Profit/Loss (AFTER TAX)			
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. <b>or</b> Bank Solvency Certificate amount as mentioned in the Bank Solvency			

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

**Undertaking for Procurement from Border Sharing Countries**

**[In Company's letterhead]**

**Name of work :** Tender for Balance Work of "Infrastructural Development Works of Government Upper Primary & Primary Schools in the Bhutuda & Sasyakela at Lahunipara Block in Sundargarh District, Odisha (Package- 5A).

**NIT No.:** EPI/ER/CON/890/1362 Dated :09.01.2025

I have read the clause 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



**Site Visit Declaration**

(To be given in Company Letterhead)

**Name of work:** Tender for Balance Work of “Infrastructural Development Works of Government Upper Primary & Primary Schools in the Bhutuda & Sasyakela at Lahunipara Block in Sundargarh District, Odisha (Package- 5A).

**NIT No.:** EPI/ER/CON/890/1362 Dated :09.01.2025

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

**Public Procurement (Preference to Make in India)**

**UNDERTAKING**

(To be submitted by bidder on its Company Letter Head for contracts value up to Rs.10 Crores)

**SUB. :** Tender for Balance Work of “Infrastructural Development Works of Government Upper Primary & Primary Schools in the Bhutuda & Sasyakela at Lahunipara Block in Sundargarh District, Odisha (Package- 5A).

**NIT No.:** EPI/ER/CON/890/1362 Dated :09.01.2025

“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..... dated.....,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”.

Date:

Authorized Signatory

Name & Seal of the Company

**GENERAL INFORMATION**

(to be given in Company Letterhead)

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)**

**Name of work:** Tender for Balance Work of “Infrastructural Development Works of Government Upper Primary & Primary Schools in the Bhutuda & Sasyakela at Lahunipara Block in Sundargarh District, Odisha (Package- 5A).

**NIT No.:** EPI/ER/CON/890/1362 Dated :09.01.2025

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**

**Name of work:** Tender for Balance Work of “Infrastructural Development Works of Government Upper Primary & Primary Schools in the Bhutuda & Sasyakela at Lahunipara Block in Sundargarh District, Odisha (Package- 5A).

**NIT No.:** EPI/ER/CON/890/1362 Dated :09.01.2025

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)

**BANK GURANTEE IN LIEU OF EARNEST MONEY DEPOSIT**

In consideration of Chairman & managing Director, Engineering Projects (India) Limited, (A Govt. of India Enterprise), Core-3, Scope Complex, Lodhi Road, New Delhi Pin-110003. (hereinafter called the EPI) having agreed to accept bank Guarantee of ₹..... 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)

**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 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 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 Bank, 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) applicable for Tender value Rs. 10 Crore and above.~~

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.~~

### **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**

- (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.~~

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) \_\_\_\_\_