



ENGINEERS INDIA LIMITED

(BIDDING DOCUMENT NO. LT/8590-000-SE-T-1200/62)
(LIMITED COMPETITIVE BIDDING)

BIDDING DOCUMENT FOR

**AMC FOR SOLAR PANEL SYSTEM AT EIL R & D COMPLEX,
GURUGRAM, HARYANA**

Prepared & Issued by:



MASTER INDEX

NAME OF WORK : AMC FOR SOLAR PANEL SYSTEM AT EIL R & D COMPLEX,
GURUGRAM, HARYANA

BIDDING DOCUMENT NO. : LT/8590-000-SE-T-1200/62

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Signature of the bidder: _____

Name of the bidder: _____

Company Seal: _____

LETTER INVITING BID (LIB)

Date: 19.06.2020

To,

**SUBJECT : AMC FOR SOLAR PANEL SYSTEM AT EIL R & D COMPLEX,
GURUGRAM, HARYANA
(BIDDING DOCUMENT NO.: LT/8590-000-SE-T-1200/62)**

1.0 INTRODUCTION

Engineers India Limited (EIL), a Government of India Public Sector Undertaking is a premier consultancy organization having registered office at 1, Bhikaiji Cama Place, R. K. Puram, New Delhi-110066.

EIL invites e-bids under single stage two bid system (Part-I: Techno-commercial Part & Part-II: Price Part) for the subject work in complete accordance with documents attached herewith.

2.0 BRIEF SCOPE OF WORK

The brief Scope of Work under this tender consists of “**AMC FOR SOLAR PANEL SYSTEM AT EIL R & D COMPLEX, GURUGRAM, HARYANA**” as detailed in Scope of Work section of this Bidding Document.

3.0 COMPLETION PERIOD

AMC period for the work shall be for a period of 02 (Two) Years from the date of issue of LOA.

4.0 SALIENT FEATURES OF BIDDING DOCUMENT

i)	Bidding Document on website	:	From 19.06.2020 to 02.07.2020
ii)	Earnest Money Deposit (EMD)	:	INR 21,600.00 (Indian Rupees Twenty One Thousand Six Hundred only)
iii)	Pre – Bid Meeting	:	A Pre-Bid Meeting shall be held at 1100 Hrs. (IST) on 25.06.2020 through telephonic conversation. Bidder may submit their queries, if any, latest by 24.06.2020 addressed to Mr. L.Thavurya, GM(SCM) at email: l.thavurya@eil.co.in , devraj.singh@eil.co.in , suraj.singh@eil.co.in
iv)	Last Date and time of submission of Bids	:	1200 Hrs. (IST) on 02.07.2020 (Through Government of India's e-Procurement /e-Tendering System: http://eprocure.gov.in/eprocure/app)
v)	Opening of Techno-Commercial (Unpriced) Bid	:	1400 Hrs. (IST) on 03.07.2020 In presence of authorized representatives of participating Bidders.

v)	Mode	:	Through Government of India's e-Procurement/e-Tendering System : http://eprocure.gov.in/eprocure/app
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If any of the days mentioned above happens to be EIL holiday, the next working day shall be implied.

5.0 **E-TENDERING:**

E-Bids are required to be submitted through Government of India's Central Public Procurement portal <http://eprocure.gov.in/eprocure/app> only, on or before the Bid-Submission Date & Time. In order to perform e-procurement activities, the bidders are required to enroll/register themselves at <http://eprocure.gov.in/eprocure/app>. No enrollment/registration fee would be charged from the bidders for the same.

NIC Portal mandates that the bidders are to be registered on the portal before any enquiry can be issued to them. In order to expedite issue of enquiries, the enquiry is being issued on Central Public Procurement Portal and link to download the enquiry on EIL Tender Portal. The enquiry shall be issued to the bidders on the NIC e-Procurement Portal as soon as their registration is completed in the NIC Portal (<http://eprocure.gov.in/eprocure/app>).

All those vendors who have still not registered on the NIC Portal are required to register on the same (immediately after issue of enquiry on EIL portal but not later than 3 days before the bid due date) for facilitating issue of enquiry to them on the NIC Portal failing which it will not be possible for them to upload their bids. Pursuant to registration, the vendors are also required to login in EIL tender portal and update NIC's registration details and inform the undersigned regarding the same for the subject enquiry.

In any case, the enquiry shall be issued on NIC portal to NIC registered vendors about 3 days before the bid due date. Therefore, all those bidders who have not complied with the above registration requirements will not be issued this enquiry on NIC portal and will not be eligible to bid. Request for extension in due date of submission of bids due to non-registration or delayed registration in NIC portal shall not be entertained.

The bid has to be necessarily submitted on the NIC Portal and only those bidders who are issued the enquiry through NIC Portal will be eligible to submit their bids. In case a bidder does not register on the NIC Portal and as a consequence, cannot be issued the enquiry through NIC Portal, it shall be deemed that he is not interested in bidding against this enquiry and no further correspondence will be entertained.

In future, EIL shall be issuing all enquiries through NIC Portal alone and bidders who do not register with NIC Portal may not be able to submit their bids. Therefore, it is in the interest of the bidders that they register on the NIC Portal at the earliest.

The vendor registration on NIC Portal is a very user friendly process. However, in case of any doubt, the vendor may contact the undersigned.

No Manual Bids/Offer 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 Telex/Telegraphic/ Fax/E-Mail /Computer floppy/ CD/DVD/Pen Drive etc. shall not be accepted.

Bidders to please refer Annexure – I to Instructions to Bidders for E- Tendering enclosed with the Bidding Document.

6.0 **BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)**

- 6.1 Bids must be accompanied with the Bid Security / Earnest Money Deposit (EMD) as mentioned above. EMD shall be submitted in the form of crossed Demand Draft/Pay Order in favour of "Engineers India Ltd." payable at New Delhi or Bank Guarantee (BG). BG shall be valid for two months beyond bid validity, i.e., **5 (Five) months** from the due date of opening of Techno-commercial Bids and shall be submitted from any Indian Scheduled bank or from any

Indian Branch of an International Bank in the format included in Bidding Document. Bids without the requisite EMD as mentioned above shall be rejected.

- 6.2 Indian Central Public Sector Undertakings / Enterprises are exempted from submitting EMD subject to submission of required declaration in this regard.
- 6.3 In view of the Public Procurement Policy, 2012 for Micro & Small Enterprises issued by the Ministry of Micro, Small & Medium Enterprises and its subsequent amendments, in case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or having Udyog Aadhar Memorandum:
- a. Tender Documents shall be issued to MSEs free of cost.
 - b. MSEs shall be exempted from payment of EMD.
 - c. Purchase Preference under Public Procurement Policy, 2012 for MSEs.
- If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that he does not qualify for any preference admissible in the Public Procurement Policy, 2012.
- 6.4 Bidders are required to upload the scanned copy of EMD/ duly certified MSME Certificate/ Declaration by CPSU on E- Tendering website along with the e-bid failing which his bid shall be rejected and not considered for further evaluation.
- 6.5 Bidder claiming to be a Micro or Small Enterprises (MSEs) must be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises as a Micro or Small Enterprises. Bidder shall ensure that while submitting the bid, the status of Bidder as Micro and Small Enterprises shall be valid based on the categorisation definition specified in the provisions of the MSMED Act, 2006 and notification no. SO. 1722(E) dated 05.10.2006.
- 6.6 In case a MSE bidder has submitted NSIC certificate/ Udyog Aadhar Memorandum, the same shall be accepted provided the details of the same shall be verified from the Government portal (www.nsicspronline.com) or Government Udyog Aadhar portal, as applicable.
- 6.7 In case, a MSE bidders do not submit the MSE document or submits invalid document or submits un-authenticated MSE document, such bidders shall not be eligible for the benefits
- 6.8 Bidders are required to upload the scanned copy of EMD/ duly certified MSME Certificate/ Declaration by CPSU on E- Tendering website along with the e-bid failing which his bid shall be rejected and not considered for further evaluation.
- 6.9 Bidders are required to submit **EMD in original** by the due date and time of bid submission, in sealed envelope.
- 6.10 If the Bidder is unable to submit EMD physically in original within the due date & time for Bid Submission, he may submit the original EMD within 07 days from the date of unpriced bid opening, provided copy of the same have been uploaded on e-tendering Website. In case the bidder fails to submit the same in original within 07 days, his bid shall be rejected and not considered for further evaluation, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of EMD was earlier uploaded by the bidder.
- 6.11 In case the bidder fails to upload the scanned copy of EMD on E- Tendering website along with the e-bid or fail to submit the same in original within 07 days from the date of unpriced bid opening, his bid is liable for rejection, irrespective of their status/ ranking in tender and notwithstanding the fact that EMD was earlier uploaded by the bidder.

- 6.12 Startups are exempted from the payment of EMD. For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce. If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that he does not qualify for any preference admissible in the Startup Policy.

In case Startup bidder has submitted startup certificate but authenticated document is not uploaded, the same can be acceptable provided bidder submit the authenticated start up certificate (in line with clause no. 7.9 of IFB) within 07 days from the date of un-priced bid opening, provided copy of the same have been uploaded on e-tendering Website. In case the bidder fails to submit the same in original within 07 days, his bid shall be rejected and not considered for further evaluation, irrespective of their status/ ranking in tender.

7.0 **Financial Criteria**

- 7.1 Bidder shall fulfill the following Financial Criteria:

- 7.1.1 Annual Turnover of the bidder shall not be less than **INR 5.40 Lakhs** (Indian Rupees Five Lakhs Fourty Thousand Only) in at least one of the preceding three financial years.
- 7.1.2 The Net worth of the bidder as per the immediate preceding year's audited financial results should be positive.

The positive Net-worth criteria shall not be applicable for PSU bidders.

The offer of the bidder who does not meet the above financial criteria shall not be considered for further evaluation.

- 7.2 Bidder shall furnish documentary evidence in support of meeting the financial criteria, i.e., Complete audited annual financial year statements including audit report, balance sheet, profit & loss account statement with all other schedules for the immediate preceding three financial years or a letter from the statutory auditor or CA (*) (as per Annexure – IA to LIB) or a letter from the bidder duly certified by statutory auditor or CA (*) (as per Annexure – IB to LIB).

(*) CA - (not being an employee/Director and not having any interest in the bidder's company) certificate is acceptable where audited accounts are not mandatory as per law (in line with the present system).

- 7.3 The Institute of Chartered Accountant of India at its 379th council meeting dated 17-18 th. December, 2018 made generation of Unique Document Identification Number (UDIN) mandatory for every signature of full time practising chartered accountant in phased manner for the following service :
- All certificates with effect from 1st February, 2019.
 - GST and Income Tax Audit with effect from 1st April, 2019.
 - All Audit and Assurance Functions with effect from 1st July, 2019

In view of the above, bidder shall ensure that any certificate reports issued/ attested by an practising chartered accountant in India and submitted in the bid shall mandatorily include the UDIN number. Certificate/ reports issued/ attested without UDIN number of practising chartered accountant in India shall not be considered for evaluation.

This requirement of including UDIN shall not be applicable for certificate/ reports issued/ attested by a chartered accountant practising in foreign country.

- 7.4 In case the last financial year closing date is within 9 months of bid due date and audited annual report of immediate preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years.

Example In case, audited annual report of immediate preceding financial year (year ending

31st March) is not available for bid closing date up to 31st December, the bidder has an option to submit the audited balance sheets and profit & loss account of the three previous years immediately prior to the last financial year. However, for bid closing date after 31st December, bidder has to compulsorily submit the audited balance sheets and profit & loss account for the immediate three preceding financial years, for evaluation and his qualification with respect to financial criteria.

- 7.5 In case a bidder (a Parent Company) is having wholly owned subsidiaries but only a single consolidated annual report is prepared and audited which includes the financial details of their wholly owned subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor of the bidder certifying that separate annual report of bidder (without the financial data of subsidiaries) is not prepared and audited.

Further, in case a bidder is a subsidiary company and separate annual report of the bidder is not prepared & audited, but only a consolidated annual report of the Parent Company is available, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor of the parent company certifying that separate annual report of bidder is not prepared and audited.

8.0 **Authentication of Documents:**

- 8.1 All documents furnished by the Bidder in support of meeting the financial criteria including the documents shall be signed and stamped by the bid signatory.
- 8.2 MSE bidders shall submit MSE documents, duly certified by CEO/ CFO/ Company Secretary or any member of the Board of Directors in case of limited companies (Private / Public limited). In case of Proprietorship / Partnership firms, the authentication shall be certified by the proprietor / any two partners and also notarised by public notary.
- 8.3 Submission of authentic documents is the prime responsibility of the bidder. Wherever EIL has concern or apprehension regarding the authenticity/ correctness of any document, EIL reserves a right of getting the document cross verified from the document issuing authority.

9.0 **General**

- 9.1 Submission of authentic documents is the prime responsibility of the Bidder. Wherever EIL has concern or apprehension regarding the authenticity/ correctness of any document, EIL reserves a right of getting the document cross verified from the document issuing authority.
- 9.2 EIL reserve the right to assess bidder's capability and capacity to execute the work using in-house information and by taking into account other aspects such as concurrent commitments and past performance etc.
- 9.3 The complete Bidding Document is available on Govt. of India e-procurement/e-tender website: <http://eprocure.gov.in/eprocure/app>. Bidders are required to submit their bid through Government of India's e-Procurement/ e-tendering system <http://eprocure.gov.in/eprocure/app> only.
- 9.4 Corrigenda/Addenda, if any, shall also be available on the above mentioned web sites. No extension in the bid due date / time shall be considered on account of delay in receipt of any document by mail.
- 9.5 Bidder may note that Bid shall be submitted on the basis of "ZERO DEVIATION" and shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
- 9.6 Time and date of opening of Price Bids shall be notified to the acceptable Bidders at a later date.
- 9.7 EIL shall not be responsible for any expense incurred by Bidders in connection with the

preparation & delivery of their Bids, site visit, participating in the discussion and other expenses incurred during the bidding process.

- 9.8 Purchase Preference to Central Public Sector Undertakings shall be allowed as per existing Government Policy.
- 9.9 EIL reserves the right to reject any or all the Bids received at its discretion and to annul the bidding process at any time without assigning any reason whatsoever.
- 9.10 In case any Bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order. Such Bidder will also be debarred from bidding in future.
- 9.11 For detailed specifications, terms and conditions and other details, refer Bidding Document.
- 9.12 Clarification, if any, can be obtained from General Manager (SCM) through Telephone – 011-2676 8361/ 8352/ 3287, E-mail – I.thavurya@eil.co.in / devraj.singh@eil.co.in / suraj.singh@eil.co.in
- 9.13 Please acknowledge receipt of this letter along with all enclosures within 07 days of receipt and confirm that you will submit your bid on or before the due date. In case you decide not to participate in this bidding system, please submit your regret online at the earliest along with reasons of non-participation in the bidding process. In case there is no response, names of such bidders may be removed from the bidders list.

GENERAL MANAGER (SCM)
ENGINEERS INDIA LIMITED, NEW DELHI

(To be printed on Letter Head of Statutory Auditor/CA)

FINANCIAL DETAILS

We, _____, a CA firm having our registered office address _____ and certificate number _____ certify that we are statutory auditor of the Company M/s _____, having its registered office at _____.

OR

We, _____, a CA firm having our registered office address _____ and certificate number _____ certify that statutory auditor is not mandatory for the company M/s _____, having its registered office at _____ as per prevailing law and we are practicing Chartered Accountant, not being an employee / Director and not having any interest in the company.

Financial details of the above mentioned Company, as per latest available audited balance sheet are as follows: Auditor/CA to select either of the following options and strike off the other.

- a. In case bidder is a parent company, i.e., having its wholly owned subsidiaries: Auditor to select either of the following options and strike off the other.
- i. Financial details are of parent company without the financial data of subsidiaries
 - ii. Financial details are of parent company including the financial data of subsidiaries. It is certified that separate annual report of bidder, without the financial data of subsidiaries, is not prepared and audited.

OR

- b. In case bidder is a subsidiary company: Auditor to select either of the following options and strike off the other.
- i. Financial details are of subsidiary company
 - ii. Financial details are of parent company including the financial data of subsidiaries. It is certified that separate annual report of bidder, i.e., subsidiary, is not prepared and audited.

OR

- c. In case bidder does not have any subsidiary or parent company, Financial details of are of the company itself.

S no.	Description	Year	Value Currency (_____)
1.	Turnover	Latest financial year (_____)	
		Preceding 1 st year (_____)	
		Preceding 2 nd year (_____)	

Annexure – IA (Letter from Statutory Auditor/CA)

2.	Net Worth	Latest financial year (_____)	(*)
3.	Working Capital	Latest financial year (_____)	

(*) – Indicate Positive or Negative (Value is not Mandatory)

Note:

1. In case the financial year closing date is within 9 months of bid due date and audited annual report of immediate preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years.

Example, In case, audited annual report of immediate preceding financial year (year ending 31st March) is not available and where bid closing date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the bid closing date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only.

2. In case a bidder (Parent Company) is having wholly owned subsidiaries but only a single consolidated annual report is prepared and audited, which includes the financial details of their wholly owned subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor of the bidder certifying that separate annual report of bidder (without the financial data of subsidiaries) is not prepared and audited.
3. Further, in case a bidder is a subsidiary company and separate annual report of the bidder is not prepared and audited, but only a consolidated annual report of the Parent Company is available, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor of the parent company certifying that separate annual report of bidder is not prepared and audited.
4. **Networth calculation:** Networth means paid up share capital, Share Application Money pending allotment* and reserves# less accumulated losses and deferred expenditure to the extent not written off. Networth has been calculated using the following formula, as per provisions of the enquiry document:

Reserves to be considered for the purpose of networth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

*Share Application Money pending allotment will be considered only in respect of share to be allotted.

Paid up share capital	XXXX
Add: Share Application Money pending allotment	XXX
Add: Reserves (As defined Above)	XXXX
Les: Accumulated Losses	XX

Less: Deferred Revenue Expenditure to the extent not written off XX

Networth XXXX

5. **Working Capital calculation:** Working Capital shall be Current Assets minus Current Liabilities.
6. **Turnover:** Turnover shall be calculated including Excise Duty but excluding other Incomes.
7. Networth, Working Capital and Turnover has been calculated using the above mentioned formulae and after giving effect to the impact of Audit Qualifications given in the Audit Report.

Signature
Name & Designation

(To be printed on Letter Head of Company)**FINANCIAL DETAILS**

We, M/s _____, having our registered office at _____ certify that M/s _____ is a CA firm having their registered office address _____ having certificate number _____ are our statutory auditor.

OR

We, M/s _____, having our registered office at _____ certify that statutory auditor is not mandatory for the company as per prevailing law and M/s _____, a CA firm having their registered office address _____ having certificate number _____ are practicing Chartered Accountant, not being an employee/Director and not having any interest in our company.

Financial details of our Company, as per latest available audited balance sheet are as follows:
Company to select either of the following options and strike off the other.

- a. In case bidder is a parent company, i.e., having its wholly owned subsidiaries: Company to select either of the following options and strike off the other:
 - i. Financial details are of parent company without the financial data of subsidiaries
 - ii. Financial details are of parent company including the financial data of subsidiaries. It is certified that separate annual report of bidder, without the financial data of subsidiaries, is not prepared and audited.

OR

- b. In case bidder is a subsidiary company: Auditor to select either of the following options and strike off the other.
 - i. Financial details are of subsidiary company
 - ii. Financial details are of parent company including the financial data of subsidiaries. It is certified that separate annual report of bidder, i.e., subsidiary, is not prepared and audited.

OR

- c. In case bidder does not have any subsidiary or parent company, Financial details of are of the company itself.

S no.	Description	Year	Value Currency (_____)
1.	Turnover	Latest financial year (_____)	
		Preceding 1 st year (_____)	

		Preceding 2 nd year (_____)	
2.	Net Worth	Latest financial year (_____)	(*)
3.	Working Capital	Latest financial year (_____)	

(*) – Indicate Positive or Negative (Value is not Mandatory)

Note:

1. In case the last financial year closing date is within 9 months of bid due date and audited annual report of immediate preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years.

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3. Further, in case a bidder is a subsidiary company and separate annual report of the bidder is not prepared and audited, but only a consolidated annual report of the Parent Company is available, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor of the parent company certifying that separate annual report of bidder is not prepared and audited.
4. **Networth calculation:** Networth means paid up share capital, Share Application Money pending allotment* and reserves# less accumulated losses and deferred expenditure to the extent not written off. Networth has been calculated using the following formula, as per provisions of the enquiry document:

Reserves to be considered for the purpose of networth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

*Share Application Money pending allotment will be considered only in respect of share to be allotted.

Paid up share capital

XXXX

Add: Share Application Money pending allotment	XXX
Add: Reserves (As defined Above)	XXXX
Les: Accumulated Losses	XX
Less: Deferred Revenue Expenditure to the extent not written off	<u>XX</u>
Networth	<u>XXXX</u>

5. **Working Capital calculation:** Working Capital shall be Current Assets minus Current Liabilities.
6. **Turnover:** Turnover shall be calculated including Excise Duty but excluding other Incomes.
7. Networth, Working Capital and Turnover has been calculated using the above mentioned formulae and after giving effect to the impact of Audit Qualifications given in the Audit Report.

Signature
Name & Designation

Sign and Stamp of Statutory auditor / CA (on all pages)

PROFORMA FOR ACKNOWLEDGEMENT LETTER

E-MAIL # : l.thavurya@eil.co.in / devraj.singh@eil.co.in / suraj.singh@eil.co.in

(PLEASE E-MAIL TO EIL WITHIN SEVEN DAYS ON RECEIPT OF BIDDING DOCUMENT)

GM (SCM)

Engineers India Limited,
1, Bhikaiji Cama Place,
EIB – II Floor
New Delhi – 110066, INDIA

Kind Attention : Mr. L. Thavurya
Bidding Document No. : LT/8590-000-SE-T-1200/62
Name of Work : AMC FOR SOLAR PANEL SYSTEM AT
EIL R & D COMPLEX, GURUGRAM,
HARYANA
Due Date : 29.06.2020 up-to 1200 Hrs. (IST)
Client : ENGINEERS INDIA LIMITED

Dear Sirs,

We acknowledge with thanks receipt of your above cited Bidding Document along with enclosures. We undertake that the contents of the above Bidding Document shall be kept confidential including all the drawings, specifications and documents and the said documents shall be used only for the purpose, for which they are intended.

Further, our response is as under:- (Bidders to put a tick ✓, as applicable).

1. We will submit the bid within due date.
2. We regret to submit our offer/quote because of the following reasons:
 - a. _____
 - b. _____

Thanking you,

Very truly yours,

Name of Bidder :
Contact Person :
Contact Person Mobile No :
Bidder's Address :
Bidder's Phone No. :
Bidder's Fax No. :
Bidder's E-mail :

(to be typed on bidder's letter head)
COVERING LETTER FOR SUBMISSION OF OFFERS

From:

Our Ref: ----- dated -----

To

MR. L. THAVURYA, GM (SCM)
ENGINEERS INDIA LIMITED,
1, BHIKAIJI CAMA PLACE,
EIB – II FLOOR
NEW DELHI – 110066, INDIA

**SUBJECT : AMC FOR SOLAR PANEL SYSTEM AT EIL R & D COMPLEX, GURUGRAM,
HARYANA
(BIDDING DOCUMENT NO. LT/8590-000-SE-T-1200/62)**

Dear Sir,

Please find herewith our offer in line with requirement of EIL Bidding Document. We confirm that:

1. We have downloaded the full document from the website.
2. Earnest Money Deposit is submitted by BG / Demand Draft / Pay Order as follows:

EMD Amount	No. & Date	Drawn on Bank

3. Offer is in complete compliance with technical as well as commercial requirements of bidding document and there is no technical or commercial deviation in the offer.
4. We understand that any technical or commercial deviation in the offer shall render our offer liable for rejection.
5. Our offer shall remain valid for a period of 03 (Three) months from the date of opening of tender.

We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by EIL without any reference to us.

Thanking you,
Very Truly Yours,

(Signature of Authorised person)

Full Name :

Designation:

Company Seal :

**PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING UNPRICED / PRICED BID
OPENING**

(TO BE SUBMITTED IN BIDDER'S OWN LETTER HEAD)

To

Date:

Kind Attn.: MR. L. THAVURYA, GM (SCM)
Engineers India Limited,
1, Bhikaiji Cama Place,
EIB – II Floor
New Delhi – 110066, INDIA

Bidding Document No.: **LT/8590-000-SE-T-1200/62**

Subject: **AMC FOR SOLAR PANEL SYSTEM AT EIL R & D COMPLEX,
GURUGRAM, HARYANA**

Dear Sir,

We _____ hereby authorize following representative(s)
to attend Un-priced /Price bid opening against your Bidding Document
No.....

1. Name & Designation _____ Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorised representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

NOTES:

- A. This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.
- B. Not more than one person is permitted to attend techno –commercial un-priced and price bid opening.
- C. Bidder's authorized executive is required to carry a copy of this authority letter while attending the un-priced bid opening and price bid opening and submit the same to EIL.

INSTRUCTION TO BIDDERS

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A. GENERAL**1.0 Introduction**

- 1.1 Engineers India Ltd. (EIL), Government of India Public Sector Undertaking, is a premier consultancy organisation in South Asia. The regd. Office is located at 1, Bhikaiji Cama Place, R.K. Puram, New Delhi-110066.
- 1.2 EIL herein after referred to as "Owner" for the job and will also act as Project Manager for the said project.

2.0 Definitions

- 2.1 With respect to this document, the following definitions shall apply:
- i) "Instruction to Bidders" shall mean the documents describing the manner in which Bidder shall prepare and submit his bid.
 - ii) "Letter Inviting Bid" (LIB)/ "Notice for Invitation for Bid" (IFB) shall mean EIL's request to Bidder for a Bid/ Tender together with the Bidding Document.
 - iii) "Tender" or "Bid" shall mean Bidder's offer to perform the Work, in accordance with Bidding Document.
 - iv) "Tender Document" or "Bidding Document" shall mean the documents issued to the bidder including any subsequent addenda to enable bidder submit his Bid.
 - v) "Bidder" or "Tenderer" shall mean the person or company who receives the Tender Document or Bidding Document and submits Tender or Bid to EIL.
- 2.2 It shall be bidder's responsibility to have thorough understanding of the reference documents, site conditions and specifications included in the Bidding Document.

3.0 ELIGIBLE BIDDERS:

- 3.1 Bidder shall, as part of their bid, submit a written Power of Attorney authorizing the signatory of the e-Bid to commit the bidder.
- 3.2 The invitation of bid is open to the bidders who have been issued LIB and who qualify the financial criteria as specified in LIB.
- 3.3 Bidder should not be under liquidation, court receivership or similar proceedings.
- 3.4 If a bidder is on holiday / negative list of EIL on due date of submission of bids/ during the process of evaluation of bids, the offer of such a bidder shall not be considered for opening / evaluation / award.

4.0 COST OF BIDDING

- 4.1 The Bidder shall bear all costs associated with the preparation and delivery of its bid, including costs and expenses related to visits to the site and the Owner will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.

5.0 ACKNOWLEDGEMENT & CONFIRMATION

- 5.1 After downloading of Bidding Document, Bidder shall immediately acknowledge and confirm his intention to bid for the tendered work as per proforma "Acknowledgement-Cum-Consent Letter" enclosed in Bidding Document. Bidder

also must intimate their intention of not quoting if they are not submitting the Bid.

6.0 SPLIT-UP OF WORK

6.1 No Split up of work is envisaged. Total work shall be awarded to one Bidder only.

7.0 SITE VISIT

7.1 Bidder is advised to visit and examine the site, its surroundings and familiarise himself with the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the Bid and during implementation.

7.2 Any loss to the property / life of the visitor due to visitor's negligence shall be the visitor's responsibility. Visitor shall keep Owner indemnified from any legal consequences arising there from.

B BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENT

8.0 BIDDING DOCUMENT

8.1 The Bidding Document can be downloaded from the website(s) mentioned in Notice for Invitation for Bids.

8.2 Bidder shall upload the Master Index of the bidding document duly signed in token of having received, read and complied with all parts of Bidding Document. The Bidding Document shall be read in conjunction with any Amendment/Addendum/Corrigendum.

8.3 The Bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document. Failure to furnish all information required as per the Bidding Document or submission of a bid not substantially responsive to the Bidding Document in every respect may result in the rejection of the Bid.

8.4 Bidding documents once downloaded are non-transferable in other name and shall at all times remain the exclusive property of the Owner with a licence to the Bidder to use the Bidding Documents for the limited purpose of submitting the bid.

8.5 Bidder shall treat the Bidding Document and contents thereof as confidential. If at any time, during the bid preparation stage, Bidder decides to decline to Bid, all documents must be immediately returned to EIL.

9.0 CLARIFICATION OF BIDDING DOCUMENT

9.1 The enquiry is issued on "**Zero Deviation Bidding**" basis wherein no post bid correspondence of any nature shall be entertained. Bidders in their own interest are advised to take part in the pre-bid meeting seriously by issuing their genuine queries and also by attending the pre-bid meeting by their competent personnel.

9.2 Bidder shall submit their queries strictly within cut-off date after which, EIL shall reserve the right not to entertain any queries.

9.3 Pre bid meeting shall be attended by the competent representative(s) of the Bidder.

9.4 Bidder's authorized representative(s) shall attend the pre bid meeting on the prescribed day at the given venue. During the pre-bid meeting, all the technical

and commercial issues shall be discussed and concluded to ensure that the bid received subsequent to pre bid meeting shall be without any deviations to terms and conditions. Hence, bidders shall treat the pre bid meeting as utmost important and depute competent & senior person capable of taking on the spot decision to sort out all the technical and commercial issues.

- 9.5 Conclusion agreed in this meeting shall be uploaded as “Record Notes of Pre-bid Meeting / Reply to Pre-bid Queries” on EIL website. Record Notes of Pre-bid Meeting/Reply to Pre-bid Queries shall be considered as part of enquiry document.
- 9.6 The offer of the bidders, who have not participated in the pre-bid meetings, shall be considered for evaluation only if their offer is in line with the bid requirement without any deviations.
- 9.7 Although the details presented in this Bidding document have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood and it includes all documents as per the Index.
- 9.8 In order to ensure fruitful discussions during pre-bid meeting, the bidder is requested to submit any queries / clarification / information pertaining to Bidding Document, as per the proforma enclosed in the Bidding Document, in writing delivered by hand or by fax / e-mail as per format enclosed in the Bidding Document so as to reach two days prior to Pre-bid meeting. These queries shall be replied during pre-bid meeting. The editable soft copies of the queries shall also be e-mailed to enable EIL to prepare replies to the queries against each query in the same format expeditiously.
- 9.9 The bidders are required to participate in the pre-bid meeting with the following essential documents, so that the same can be reviewed & discussed during the meeting to avoid any techno-commercial clarifications / discussions post bid :
- i. Latest annual report including Profit & loss account.
 - ii. Technical details, documents, design, filled datasheets as per Scope of Work document & PTR including supporting documents (if applicable).
 - iii. Any other relevant document / details.
- 9.10 Any modification to the Bidding Document, which may become necessary as a result of the pre-bid discussions, shall be intimated to all the bidders through the issue of an Addendum / Amendment.
- 9.11 Based on the pre-bid discussions, a no-deviation form / techno-commercial compliance as per format enclosed in the Bidding Document shall be signed and uploaded by the bidders as part of their offer. After pre-bid meeting, no deviation shall be accepted and if any deviation is found in the bid of any bidder, the offer shall be liable to be rejected without raising any technical / commercial queries.
- 9.12 Technical / Commercial queries (TQ / CQ) shall not be issued once the bid have been opened. However, wherever CQ / TQ are unavoidable, the same shall be raised only once and the cut-off date given for CQ / TQ replies shall be adhered to. Offers shall be evaluated based on the information available upto cut-off date for CQ / TQ replies.

- 9.13 Extension in bid due date shall not generally be granted.

10.0 AMENDMENT OF BIDDING DOCUMENT

- 10.1 EIL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Addendum during the bidding period or subsequent to receiving the bids. Any Addendum thus issued shall become part of Bidding Document and Bidder shall upload a copy of the Addendum duly signed in token of his acceptance. Addendum shall be issued to only those bidders, who have downloaded the Bidding Document or submitted acknowledgement cum consent letter as per the Performa enclosed in the Bidding Document.
- 10.2 In case Addendum is issued during the bidding period, Bidder shall consider its impact in his bid. In case Addendum is issued subsequent to receipt of bids, Bidder shall follow the instructions issued along with Addendum with regard to submission of impact on quoted price / revised price, if any.

11.0 CONFIDENTIALITY OF BIDDING DOCUMENT

- 11.1 The Bidding Document is and shall remain the exclusive property of the Owner without any right to Bidder to use them for any purpose except for the purpose of Bidding.
- 11.2 On no account will any agency to whom Bidding Documents is issued, part with possession thereof or copy or take copies or tracings of any drawing, plan etc. It should be understood that the information therein is confidential, and that the Bidding Documents are therefore being issued to bidders in the strictest confidence.

C PREPARATION OF BID

12.0 LANGUAGE OF BID

The Bid prepared by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the EIL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.

In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder.

13.0 COMPLIANCE TO BID REQUIREMENT

- 13.1 ZERO DEVIATION:
- 13.1.1 Bidder to note that this is a ZERO deviation bidding document. Owner will appreciate submission of offer based on the terms and conditions in the Bidding Document to avoid wastage of time and money in seeking clarifications on technical / commercial aspect of the offer.
- 13.1.2 Accordingly, Bidder must upload format for "Compliance to Bid requirement" as per **Form-C** duly filled in along with Unpriced part of Bid.
- 13.1.3 Notwithstanding to the above, bids with the following deviation(s) to the bid conditions may be summarily rejected without any post bid reference to the bidder:

- (a) Time Schedule / Contract Period

- (b) Schedule of Prices / Schedule of Rates
- (c) Arbitration/ Claims & Dispute Resolution
- (d) Scope of Work
- (e) Scope of Supply
- (f) Security Deposit / Contract Performance Bank Guarantee (CPBG)
- (g) Termination of Contract /Suspension of work
- (h) Force Majeure
- (i) Bid Security/EMD
- (j) Bid Validity
- (k) Bank Guarantees
- (l) Compensation For Delay/Liquidity Damages/Penalty/Price Reduction Schedule

13.1.4 Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause may lead to rejection of the bid.

13.1.5 In case Bidder stipulate deviations, Owner have the right to reject such bid at its absolute discretion without giving any opportunity for such Bidder to make good such deficiency.

14.0 DOCUMENTS COMPRISING BID

14.1 Bidders should submit their bid through Govt. of India's Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/eprocure/app> only. Bidder shall follow the guidelines as given in **Annexure-I to ITB** of the Bidding Document for submission of their bid in CPP Portal <http://eprocure.gov.in/eprocure/app>.

14.2 The e-Bid should be prepared by the Bidder and shall be uploaded on the aforesaid website in two parts as per the following details:

- i) PART – I : Earnest Money Deposit / Bid Security & Techno-Commercial / Unpriced Bid
- ii) PART - II : Price Bid

14.3 PART- I

14.3.1 This Part shall contain scanned copies of Earnest Money Deposit / Bid Security as per provisions of the bid document.

14.3.2 Further, this part shall also contain scanned copies of Technical and Unpriced Commercial bid, which shall comprise the following, and shall be serially numbered and arranged in the order :

- i) Covering letter of Bid on bidder's letter head as per the proforma given in the Bidding document.
- ii) Master Index and copies of all technical and commercial amendments/addendums issued (if any), duly e-signed as a token of having received and read all parts of the bidding document and having accepted and considered the same in preparing their bid.
- iii) Power of Attorney in favour of Authorized signatory of the e-bid.

Note: - All documents/files of the bid shall be signed and uploaded by using the digital signature issued in the name of the person having valid Power of Attorney at the time of bid submission.

- iv) Documents in support of meeting Financial Criteria in line with the

requirements of Letter Inviting Bid (LIB).

- v) Compliance to Bid requirement as per **Form-C** to ITB.
- vi) Check List of submission of bid as per **Form-D** to ITB.
- vii) Commercial Questionnaire as per **Form-E** to ITB.
- viii) Bidders General Information as per **Form-G** to ITB.
- ix) Declaration by Bidder as per **Form-H** to ITB.
- x) Details of P.F. and ESI Registration as per **Form-F (1)** to ITB.

In case Bidders establishment is not registered with PF & ESI Authorities, the Bidder shall furnish an undertaking, as per **Form-F (2)** to ITB, that in the event their establishment falls under the purview of PF & ESI Act during the execution of Contract then the Bidder shall get their establishment registered under PF & ESI and they shall also be solely responsible to fulfil the obligation of PF & ESI at no extra cost to EIL.

- xi) Bank Account Particulars as per **Form-I** to ITB.
- xii) As a token of confirmation that prices are quoted in the requisite format strictly complying to the requirement, unpriced copy of Schedule of rates/ Prices, as uploaded in the price bid, with prices/rate being replaced by word "quoted", shall be uploaded along with the un-priced bid. **Bidders are requested to quote GST (in %) in their unpriced bid as well.**
- xiii) Technical documents as per the requirements of Scope of Work.
- xiv) Any other information required in the Bidding Documents or considered relevant by the bidder.
- xv) In addition to above, if bidder is MSE, bidder shall also submit the following:

- a) Micro or Small Enterprises shall submit the documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

With effect from 18.09.2015, the MSEs registered under Udyog Aadhar Memorandum are also eligible to avail benefits under PP Policy for MSEs. Accordingly, Udyog Aadhar Memorandum stating bidder's registration in Micro & Small category shall also be considered.

- b) Micro & Small Enterprises shall be considered as owned by SC/ ST Entrepreneurs as per the below definition:
 - In case of proprietary MSE, proprietor should be SC/ST.
 - In case of partnership MSE, the SC/ST partner(s) should be holding at least 51% shares in the unit.
 - In case of Limited companies, at least 51% share should be held by SC/ ST shareholder(s).

- c) In order for MSE owned by SC/ST Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012 to SC/ST Entrepreneurs, the MSE shall additionally submit a relevant SC/ ST certificate in the name of SC/ ST proprietor or partner(s) holding minimum 51% shares in case of partnership or person(s) holding minimum 51% shares in limited companies, issued by any of the following:
- District Magistrate/ Additional District Magistrate/ Collector/ Deputy Commissioner/ Deputy Collector/ Ist Class Stipendiary Magistrate/ City Magistrate/ Sub-Divisional Magistrate/ Taluka Magistrate/ Excutive Magistrate/ Extra Assistant Commissioner (not below the rank of Ist Class Stipendiary Magistrate).
 - Chief Presidency Magistrate/ Additional Chief Presidency Magistrate/ Presidency Magistrate.
 - Revenue Officers not below the rank of Tehsildar
 - Sub-Divisional Officer of the area where the candidate and/ or his family normally resides.
 - Administrator/ Secretatry to Administrator/ Development Officer (Lakshdweep Islands).
- d) Micro & Small Enterprises shall be considered as owned by Women Entrepreneurs as per the below definition:
- In case of proprietary MSE, proprietor should be Women.
 - In case of partnership MSE, the Women partner(s) should be holding at least 51% shares in the unit.
 - In case of Limited companies, at least 51% share should be held by Women shareholder(s).

In order for MSE owned by Women Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012 to Women Entrepreneurs, the MSE shall additionally submit the following:

- In case of a proprietorship firm, the name and address of proprietor, and certified copy of Bank Account Details.
- In case bidder is a partnership firm, certified copy of the partnership deed.
- In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified copy of Memorandum/Articles of Association.

If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that he does not qualify for any preference admissible in the Public Procurement Policy, 2012.

14.4 PART - II - PRICE BID

This Part shall contain duly filled in Schedule of Rates (SOR) as a Excel file at the designated place as per the requirement of the Govt. of India's Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/eprocure/app>.

Bidder to note that the Schedule of Rates (SOR) file uploaded on the website <http://eprocure.gov.in/eprocure/app> contain the following Forms. Bidder shall download the SOR file available as a Excel file, fill these forms and then shall upload the SOR file at the designated place of the CPP Portal <http://eprocure.gov.in/eprocure/app> in their Price bid:

➤ Schedule of Rates - FORM SP-0

The format of the files uploaded by bidder should be the same as the format of the files available in the CPP portal.

If any file(s) of the price part is not provided in Excel format, the print out of the given files shall be duly filled, signed and stamped and scanned copies of the same shall be uploaded at the place designated for price bid.

If scanned copies are submitted, then there shall not be any overwriting in Price Part of the Bid.

Deviations to terms and conditions, presumptions etc. shall not be stipulated in Price Part of bid. In case of any conditions stipulated in price bids, the bids of such bidders shall be summarily rejected and shall not be considered for further evaluation. Evaluation shall be carried out excluding such bidder(s).

15.0 BID PRICES

- 15.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the total works as described in Bidding Document, based on the Schedule of Rates submitted by the Bidder and accepted by the Owner.
- 15.2 Rates/Amounts must be filled in the 'Schedule of Rates' after downloading the file uploaded in the e-tender website. In case separate file is uploaded, and any variation in item description, unit & quantity are noticed; the bid is liable to be rejected. In any case, Bidder shall be presumed to have quoted against the tendered description of work and the same shall be binding on the Bidder.
- 15.3 Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the complete item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Conditions of Contract or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 15.4 The schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every nature and description whatsoever and all risks whatsoever (foreseen or unforeseen) to be taken or which may occur in relation to the execution of the work, like cost of purchase of raw materials, transportation, labour cost, cooking, serving, and cost of all consumable materials and catering, cost of equipment, cooking utensils and maintenance of premises, Service Charges, cost of Uniform etc. as mentioned in the Bidding document
- 15.5 "The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and

SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).”

- 15.6 It is for the bidder to assess and ascertain the rates of applicable GST for the tendered work. It is clearly understood that EIL will not have any additional liability towards payment of applicable GST as a result of Bidder's wrong assessment / interpretation of applicable GST.

16.0 CURRENCIES OF BID & PAYMENT

The Bidder shall quote in Indian Rupees and shall be paid in Indian Rupees only.

17.0 BID VALIDITY

- 17.1 Bid submitted by Bidder shall remain valid for a minimum period of **03 (Three)** months from the date of opening of Bid Security and Techno-Commercial (Part-I) Bids. Bidders shall not be entitled during the said period, without the consent in writing of the Owner, to revoke or cancel their Bid or to vary the Bid given or any term thereof. In case of Bidders revoking or cancelling their Bid or varying any terms in regard thereof without the consent of Owner in writing, Owner shall forfeit EMD paid by them along with their bids.
- 17.2 EIL may solicit the bidders consent to an extension of the period of validity of bid. The request and the responses there to shall be made in writing. If the Bidder agrees to the extension request, the validity of Bank Guarantee towards EMD shall also be suitably extended. However, bidders agreeing to the request for extension of validity of bid will not be permitted to modify the bid.

18.0 BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

- 18.1 The Bid must be accompanied by Earnest Money (interest free) for the amount indicated in IFB/LIB in the form of Crossed Demand Draft / Pay Order/Bank Guarantee in favour of Engineers India Limited, New Delhi. Bank Guarantee shall be on non-judicial stamp paper of value not less than Rs.100/- from any Indian Scheduled Bank or from any Indian Branch of an International Bank as per proforma enclosed in the Bidding Document, and valid up to two months beyond the validity of the bids. EMD shall be uploaded in designated place in CPP Portal <http://eprocure.gov.in/eprocure/app>. Bank guarantee shall be revalidated for extended period as required by EIL in writing. Any Bid not accompanied by EMD as stated above will be rejected.
- 18.2 If a bidder withdraws his bid during the period of bid validity; or submit multiple/ alternative bids, EMD, if any, submitted by the bidder shall be forfeited.
- 18.3 If the bidder denies to accept Arithmetic Corrections in Price Part, his EMD may be forfeited.
- 18.4 If the Bidder, after submission, revokes his Bid or modifies the terms and conditions thereof during the validity of his Bid, except where EIL has given opportunity to do so, the earnest money shall be liable to be forfeited.
- 18.5 The successful Bidder shall be required to submit Contract Performance Bank Guarantee (CPBG) and execute the Contract Agreement with Owner in the manner and within the time period indicated in Conditions of Contract. Should the successful Bidder fail or refuse to sign the agreement or furnish the Contract Performance Bank Guarantee (CPBG) within the specified period, the earnest money shall be liable to be forfeited without prejudice to his being liable to any further loss or damage incurred in consequence by Owner.
- 18.6 Bidder is required to upload the scanned copy of EMD on Govt. of India's Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/eprocure/app> along with

the e-bid.

- 18.7 If the Bidder is unable to submit EMD physically in original within the due date & time for Bid Submission, he may submit the original EMD within 07 days from the date of unpriced bid opening, provided copy of the same have been uploaded on e-tendering Website. In case the bidder fails to submit the same in original within 07 days, his bid shall be rejected and not considered for further evaluation, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of EMD was earlier uploaded by the bidder
- 18.8 In case the bidder fails to upload the scanned copy of EMD on E- Tendering website along with the e-bid and fails to submit the same in original within 07 days from the date of unpriced bid opening, his bid is liable for rejection, irrespective of their status/ ranking in tender and notwithstanding the fact that EMD was earlier uploaded by the bidder.
- 18.9 EMD / Bid securities of unsuccessful bidders will be returned upon placement of order / award. Also, EMD of late bids / where unpriced bids not opened, shall be returned after priced bid opening. In case of the successful bidder, the same will be returned after the order / contract is effective and Contract Performance Bank Guarantee is submitted. However, in case EIL / Owner decides to cancel / annul the enquiry / bidding document at any stage during the bidding process but before the award of work, EMD of the bidders shall be returned at the earliest from the date of such decision.
- 18.10 The bid Security/ EMD shall be forfeited :
 - a) If a bidder withdraws its bid during the period of bid validity, or any extension thereto provided by the bidder; or submits multiple bids/alternative bids.
 - b) Does any breach of tendering terms and conditions; or
 - c) On his own modifies his bid during the period of bid validity; or
 - d) If the successful bidder fails to;
 - i) Sign the Contract in accordance with ITB; and/or
 - ii) Furnish a Contract performance Bank Guarantee in accordance with ITB.
 - iii) To accept arithmetical corrections in accordance with ITB.
 - e) If the Information/documents forming basis of evaluation submitted by the bidder in the bid is found to be false/forged in accordance with relevant provisions provided in Bidding Document.

19.0 FORMAT AND SIGNING OF BID

- 19.1 The bidder shall submit e-bid as per the provisions given in this bidding document in Govt. of India's Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/eprocure/app> as per the guidelines given in the bid document.
- 19.2 The e-bid shall be signed (e-signed) by the person duly authorised to sign on behalf of the bidder and having valid POA for the same at the time of bid submission. The digital signature used for signing the bid shall be issued in the name of such authorised person and the certificate details, available from the e-signed documents, should indicate the details of the signatories Any consequences resulting due to such signing (e-signing) shall be binding on the bidder.

20.0 CHECK LIST FOR SUBMISSION OF BID

- 20.1 To assist Bidder in ensuring the completeness of bid, a checklist for submission of various documents/details in un-priced commercial part of bid', as per **FORM-D to ITB** has been enclosed.
- 20.2 Bidder is required to fill the checklist and submit along with the bid for ready reference.

D BID SUBMISSION**21.0 MULTIPLE/ ALTERNATIVE BIDS**

- 21.1 A bidder (i.e., the bidding entity) shall, on no account submit more than one bid All such bids shall be stands deleted.

22.0 MARKING AND SUBMISSION OF BIDS

- 22.1 E-Bid shall be submitted in the following manner with file names as per the details given below:

Part-I – Techno-commercial / un-priced bid including Scanned copies of Bid security, Power of Attorney and other documents mentioned at clause no. 14.3 above.

Part-II - Priced Bid shall be uploaded as per the requirement of CPP Portal <http://eprocure.gov.in/eprocure/app>.

Original Bid security shall be submitted in physical form.

Bid Security (EMD) in physical form required to be submitted by the bidder shall have Bid Document Number and Name of Work with an outer envelope with all these details in physical Form must be received by EIL at the following address:

Attn: Mr. L. Thavurya, GM (SCM)
Engineers India Limited,
1, Bhikaiji Cama Place, EIB – II Floor
New Delhi – 110066, INDIA

- 22.2 Envelope containing Bid Security (EMD) in physical form shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.
- 22.3 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

23.0 DEADLINE FOR SUBMISSION OF BID

- 23.1 The e-bid must be submitted on Govt. of India's Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/eprocure/app> within due date and time for bid submission as specified in LIB/ IFB. EMD in physical form shall also be submitted within due date and time for bid submission as specified in LIB/ IFB.
- 23.2 EIL may, in exceptional circumstances and at its discretion, on giving reasonable notice by e-mail / fax or any written communication to all prospective bidders who have downloaded the bid document extend the deadline for the submission of bids in which case all rights and obligations of the Owner and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.
- 23.3 Bidders in their own interest are requested to register on e- tendering portal and

upload their bid well in time.

- 23.4 Bidders should avoid the last hour rush to the website for registration of user id & password, enabling of user id and mapping of digital signature serial number etc. since this exercise require activities from EIL & M/s National Informatics Centre (NIC) (Service Provider for Govt of India's CPP Portal) and needs time. In the event of failure in bidder's connectivity with EIL/Service Provider during the last few hours, bidder is likely to miss the deadline for bid submission. Due date extension request due to above reason may not be entertained.

24.0 LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

- 24.1 E-system of EIL shall close immediately after the deadline for submission of bid prescribed in the IFB / LIB.
- 24.2 Unsolicited bids or bids being submitted in physical form / to address other than one specifically stipulated in the bid document will not be considered for opening / evaluation / award and will be returned to such bidders.

25.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 25.1 The bidder may modify, re-submit or withdraw its e-bid after the bid submission, but, before the due date of submission as per provision of e-tendering system of EIL. No bid can be modified after the deadline for submission of bid.
- 25.2 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid security in line with the provision of the bidding document.

E BID OPENING AND EVALUATION

26.0 BID OPENING

- 26.1 EIL will open the un-priced techno – commercial bids in the presence of bidder's designated representatives at date & time as stipulated in IFB / LIB at the address given in the bidding document. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 26.2 Bidder's names, the presence (or absence) and amount of bid security, and any other such details as EIL may consider appropriate will be announced during unpriced bid opening.

27.0 EVALUATION OF TECHNO-COMMERCIAL BIDS

- 27.1 Prior to detailed evaluation of bids, the Owner will determine whether each bid (i) is accompanied by required EMD (ii) totally comply to the requirement of bidding document.
- 27.2 The Owner will examine the bids to determine whether they are complete and whether the bids are generally in order.
- 27.3 Prior to the detailed evaluation, the Owner will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding documents. A substantially responsive Bid is one which conforms to the terms, conditions and specification of the Bidding Documents without material deviation. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the Bidding Documents, the Owner's rights or the Bidder's obligations as

envisaged in the Bidding Documents, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

- 27.4 Prior to detailed Bid evaluation, the Owner will determine the substantial responsiveness of each Bid with respect to the Bidding Documents. The Owner will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents on the basis of details/documents submitted by the bidder in the bid at 1st instance. In order to reach such a determination, the Owner will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

(a) Overall completeness and compliance with the Technical Specifications; quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness/ specifications defined in the bid document, consistency and detail will be rejected as non-responsive.

(b) Any other relevant factor, if any that EIL deems necessary or prudent to be taken into consideration.

- 27.5 No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the bid. Any conditions, if stipulated, may render the bid liable for rejection.

- 27.6 EIL, if necessary, will obtain clarifications on the Bid by requesting for such information / clarifications from any or all Bidders, either in writing or through personal contact. All responses shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by EIL.

- 27.7 Bidders shall however note that no revision in quoted Rates shall be allowed, in case bidder still stipulate the deviations which are not accepted by the Owner and are required to be withdrawn by the bidder in favour of stipulations of the bidding documents.

27.8 UNSOLICITED POST TENDER MODIFICATIONS

Bidders are advised to quote strictly as per terms and conditions of the bidding document and not to stipulate any deviations/exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications sought on any deviations or exceptions mentioned in the bid. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by Owner and are required to be withdrawn by him in favour of stipulation of the bidding document. Any proposed price changes is likely to render the bid liable for rejection.

In case of unsolicited price increase, such offer(s) of the Bidders shall be rejected. In case of unsolicited price decrease, the Bidder(s)'s offer shall be compared as per originally quoted prices and if the Bidder happens to be the recommended Bidder, the decrease in prices shall be taken into account for ordering.

27.9 COMPLETE SCOPE OF WORK

The complete scope of work has been defined in the bidding document. Only those bidders who take complete responsibility for the complete scope of work as contained in the bidding document shall be considered as acceptable.

28.0 OPENING OF PRICE BID

- 28.1 Priced commercial part of only those bidders whose bids is determined to be technically and commercially acceptable to the EIL shall be opened. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorised representative to attend the opening. During price bid opening, only total price as quoted by the bidders shall be read out.

29.0 ARITHMETIC CORRECTIONS

During evaluation of price, if some discrepancies are found between the rate/ amount given in words and figures, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder.

- 29.1 When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct and amount reworked.
- 29.2 When there is difference between the rate in figures and words, the rate that corresponds to the amount worked out by the Bidder, shall be taken as correct.
- 29.3 When it is not possible to ascertain the correct rate in the manner prescribed above, the rate quoted in words shall be adopted and amount reworked.
- 29.4 In case of lumpsum prices, if there is a discrepancy between amount quoted in words and figures, amount quoted in words shall be considered for evaluation.
- 29.5 In case the rate is quoted only in figures and the amount does not correspond to the quoted rate. The amount shall be reworked from the quoted rate.
- 29.6 The sum total of the total prices of each item shall be the total quoted price.

30.0 EVALUATION OF PRICE BIDS

- 30.1 The prices quoted by the Bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the SOR formats. If some discrepancies are found between the rate/ amount, the total amount shall be corrected as per the provisions of Clause No. 29.0 above.
- 30.2 Total prices quoted by the bidders shall be considered for Evaluation. GST amount shall not be loaded for evaluation purpose. Work shall be awarded to the Bidder whose total quoted price (after arithmetic correction if any) is the lowest.
- 30.3 Any uncalled for lump sum / percentage or adhoc reduction / increase in prices, offered by the Bidders after submission of price Bid, shall not be considered. However, if reduction is from the recommended Bidder, such reduction shall be taken into account for arriving at the contract value.
- 30.4 In case, prices are not filled up in the Priced Bid and are not as per the requirements of the Bidding document, the same shall not be considered for evaluation.
- 30.5 Purchase Preference to Central Public Sector Undertakings shall be allowed as per existing Government Policy.
- 30.6 EIL reserves the right to allow Micro & Small enterprises, price preference as admissible under the prevailing procurement policy for MSEs. The complete scope of Services shall be awarded on MSE bidder within the price range of L1 bidder's evaluated price + 15%, subject to their matching L1 bidder's price.

In case, besides general MSEs, MSEs owned by SC/ ST and/ or MSEs owned by Women are within the price range of L1 bidder's evaluated price + 15%, first opportunity shall be given to MSEs owned by Women and then next to MSEs owned by SC/ ST entrepreneurs and lastly to other MSEs, within the price range of L1 non-MSE bidder's evaluated price + 15%.

30.7 For claiming purchase preference against enquiry, the MSE certificate should be valid as on date of un-priced bid opening.

30.8 In an extreme situation, when there is a 'TIE' based on the evaluated price, recourse shall be taken on the basis of Bidder's maximum annual turnover during the last 3 years. For this purpose, annual turnover of the bidders having tie, shall be tabulated for the past 3 years and maximum annual turnover in any of the last 3 years shall be determined for each bidder. The Bidder whose maximum turnover is highest shall be the recommended Bidder.

31.0 CONTACTING THE OWNER

31.1 Bidders are advised not to contact Owner/EIL on any matter relating to its bid from the time of Bid opening to the time Contract is awarded, unless requested to in writing. Any effort by a Bidder to influence Owner/EIL in any of the decision in respect of Bid evaluations or Award of Contract will result in the rejection of Bid.

32.0 AWARD OF CONTRACT

32.1 OWNER'S RIGHT TO ACCEPT OR REJECT ANY BID

The Owner/EIL reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for the Owner's action.

33.0 NOTIFICATION OF AWARD

33.1 The Owner/EIL will notify the successful Bidder in writing by Letter of Acceptance that their bid has been accepted. The Letter of Acceptance will constitute the formation of a Contract until the Contract agreement has been signed.

34.0 CONTRACT AGREEMENT

34.1 The Contractor shall execute a formal contract with the Owner/EIL within specified period from the date of issue of Detailed Letter of Acceptance on a non-judicial stamp paper, purchased from Delhi, of appropriate value (Rs. 100/-). The cost of non-judicial stamp paper shall be borne by the Contractor

34.2 Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed this bid document together with the annexed documents, modifications, deletions agreed upon by the Owner/EIL and bidders acceptance there of shall constitute a binding contract between the successful Bidder and the Owner based on terms contained in the aforesaid documents and the finally submitted and accepted prices.

34.3 The Contract document shall consist of the following:

- i) Original Bidding Document along with its enclosures issued.
- ii) Amendment/Corrigendum to original Bidding Document issued, if any.
- iii) Letter of Acceptance.
- iv) Detailed letter of Award/Acceptance along with enclosures attached therewith.

35.0 CLARIFICATION REQUESTS FROM BIDDERS

A bidder may seek clarifications regarding the bidding document provisions, bidding process and / or rejection of his bid. Owner / EIL shall respond to such requests within a reasonable time.

36.0 INFORMATION FOR MSE BIDDERS

A. EIL is committed to promotion and development of micro and small enterprises Accordingly, bidders are also encouraged to promote the same by considering MSE sub-suppliers/ sub-contractors to the extent possible under the Orders/ Contracts awarded on them by EIL. All efforts shall be made by bidder to encourage procurement thru MSEs (holding valid certificate) through their Sub orders/ Sub contract procurement. The successful bidder shall provide the following only for the purpose of reporting.

- i) Monthly Reports for purchase of material/services/ sub-contracts (from MSE vendors) shall be submitted by bidder to(Name of CPSU).
- ii) The report shall be signed by authorised person of contractor (Successful Bidder).
- iii) Report shall be submitted in the following format.

Sl. No.	Sub- Supplier/ Subcontractor	Work order no. & date	Item Description	Amount (In Rs)	Category of MSE Gen/ SC/ ST/ Women	MSME Status Micro/ Small with code	Remarks

A. "Government of India has implemented the Trade Receivables Discounting System (TReDS). TReDS is an institutional mechanism set up in order to facilitate the financing of trade receivables of MSMEs from corporate buyers through invoice financing by multiple financiers. EIL is already registered on the following Platform:

S.No	Name of the Company	Name of The Platform	Web Address	Address	EIL Registration No.
1	A.TREDS Limited	Invoicemart	https://www.invoicemart.com/	11th Floor, Office No A-3, Ashar IT Park, Road No 16Z, Wagle Industrial Estate, Thane, Maharashtra, 400604	1000004528
2	Receivables Exchange of India Limited	Trade Receivables Discounting System	http://www.rxil.in/	Trade Centre (Vatika Business Centre), First Floor (Unit No.2), Office No.14,	EN0000736

		(TReDS)		Bandra Kurla Complex, Bandra (East), Mumbai – 400051. Maharashtra	
3	Mynd Solutions Private Limited	M1xchange	https://www.m1xchange.com/	280, Udyog Vihar, phase-IV, Gurgaon, Haryana, 122001	BUYER00001344

E-TENDERING METHODOLOGY

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal (URL: <http://eprocure.gov.in>) only, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More detailed information useful for submitting online bids on the CPP Portal may be obtained at:

<http://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll” on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process and submit in EIL tender portal for updation of records (<http://tenders.eil.co.in>). These details would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Foreign Bidders have to refer “DSC details for foreign Bidders” for Digital signature Certificates requirements which comes under Download Tab at <http://eprocure.gov.in/eprocure/app> and the remaining part is same as above and below.
- 6) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 7) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, the same can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) To avoid Network congestion, Bidder is recommended to upload file size of up to Maximum 35 MB per part. However, in case file size exceeds 35 MB, bidder may compress the files by scanning with 75 dpi setting as per s.no 4 below and can use additional 25 MB space ("My Documents") provided to the bidder as per s.no 5 below.
- 4) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF formats. **Bid documents may be scanned with 75 dpi with black and white option. However, Price Schedule / SOR shall be strictly in RAR format without altering any contents of the formats uploaded by EIL in their Bidding Document.**
- 5) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, with in 7 calendar days of the date of Unpriced bid opening. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A Price Bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the

Price Bid file, open it and complete the cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Bid file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

RETENDER

- 1) **Please note that if Tender has been retendered, than it is mandatory for the bidder to submit their offer again on CPP Portal.**

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

PROPOSAL FORMS

DELETED

Form- B

FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (INR)
Year 1:	
Year 2:	
Year 3:	

B. NETWORTH OF THE BIDDER IN THE IMMEDIATE PRECEDING FINANCIAL YEAR:

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

COMPLIANCE TO BID REQUIREMENT

We hereby confirm that our Bid complies with the total techno-commercial requirements/ terms and conditions of the bidding document and subsequent addendum/corrigendum (if any) without any deviation/ exception/ comments/ assumptions.

We also confirm that we have quoted for all items of schedule of rates and prices have been filled without any condition and deviation.

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____
COMPANY SEAL : _____

CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have been uploaded as called for in the Bidding Document along with duly filled in, signed checklist

Please tick (✓) the box and ensure compliance:

(A) UNDER SECTION -1

(A.1) Bid Forwarding Letter

Uploaded

☐

(A-2) EMD/ BID BOND / BID SECURITY

Bidder to confirm that EMD/ Bid Bond/ Bid Security has been submitted by them as per Tender Proforma.

Uploaded & Submitted

☐

(1) BY BANK GUARANTEE

BG No. _____ Dt. _____ from
Bank _____ Branch _____
For Rs. _____
Valid till _____

(2) BY DEMAND DRAFT

DD No. _____ Dt. _____
Drawn on _____
For Rs. _____

(3) Registration Certificate for MSE/NSIC/CPSU declaration (if applicable)

Uploaded & Submitted

☐

(A.3) Power of Attorney in Favour of the bid signatory.

Uploaded & Submitted

☐

(A-4) If the MSE is owned by SC/ST Entrepreneurs

Yes, Documentary evidence submitted ☐

No

☐

(A-4) If the MSE is owned by Women Entrepreneurs

Yes, Documentary evidence submitted ☐

No

☐**(B) UNDER SECTION -2**

(B.1) Declaration regarding PF & ESI as per FORM-F-1 & F-2.

- | | |
|--|--------------------------|
| Uploaded | <input type="checkbox"/> |
| (B.2) Bank Account Particulars as per Form-I | |
| Uploaded | <input type="checkbox"/> |
| (B.3) Bidder's General information as per Form-G | |
| Uploaded | <input type="checkbox"/> |

C) UNDER SECTION - 3

- | | |
|---|--------------------------|
| (C.1) Compliance to Bid Requirement as per FORM-C. | |
| Uploaded | <input type="checkbox"/> |
| (C.2) Reply to commercial questionnaire as per FORM-E with Bidder's reply/ confirmation for each Sl. No. | |
| Uploaded | <input type="checkbox"/> |
| (C.3) Reply to Technical questionnaire (if enclosed in bidding document) With Bidder's Reply/ Confirmation for each Sl. No. | |
| Uploaded | <input type="checkbox"/> |
| (C.4) Declaration by Bidder as per FORM-H. | |
| Uploaded | <input type="checkbox"/> |
| (C.5) Unpriced copy of Price Part i.e. Schedule Of Rates (Form SP-0 (Part-A & Part-B) alongwith with prices replaced by word "Quoted" | |
| Uploaded | <input type="checkbox"/> |

(D) UNDER SECTION – 4

- | | | |
|---|--------------------------|---|
| (D.1) Technical Details/ Documents specified in Bidding Document. | | |
| Uploaded | <input type="checkbox"/> | Not Applicable <input type="checkbox"/> |

(E) CONFIRM THE FOLLOWING

- (E.1) Master Index of Bidding Document, Compliance Letter for Addendum/ Amendment, if any, duly signed, has been uploaded Along with offer.

YES ☐

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____
COMPANY SEAL : _____

COMMERCIAL QUESTIONNAIRE

Bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulations mentioned elsewhere in their bid.

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
1.0	Confirm that your Bid is valid for the period given in Instruction to Bidders of the Bidding Document.	CONFIRMED
2.0	Confirm that Earnest Money Deposit (EMD) as per bid stipulations have been furnished along with bid.	CONFIRMED
3.0	Confirm that Integrity Pact as per bid stipulations have been furnished along with bid.	NOT APPLICABLE
4.0	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	CONFIRMED
5.0	Confirm that the following documents are uploaded with Part-I:	CONFIRMED
a)	All documents as per CHECK LIST. (FORM-D)	CONFIRMED
b)	MASTER INDEX as issued is uploaded, duly signed, in unpriced part.	CONFIRMED
c)	Compliance letter for Addendum / Amendments as a token of acceptance (Applicable, if issued).	CONFIRMED
6.0	Confirm your compliance to critical stipulations of Bidding Document as mentioned in ITB/IFB	CONFIRMED
7.0	Schedule of Rates/Price	
a)	Confirm that the Price Part of e-Bid as per Schedule of Rates format enclosed with Bidding Document has been duly filled in for each item and uploaded at the designated place of the e-tender website.	CONFIRMED
b)	Confirm that the quoted price is for complete scope of work, supply of all material, labour, consumables etc. as applicable as per the Scope of Work.	CONFIRMED
c)	Indicate applicable rate of GST (In Percentage)	
8.0	Confirm that you have studied complete Bidding Document and your Bid is in accordance with the requirements of the Bidding Document.	CONFIRMED
9.0	Confirm your acceptance for 'Scope of Supply' mentioned in the Bidding Document and confirm that all materials shall be supplied as per Standards and Specification.	CONFIRMED
10.0	Confirm your acceptance for Contract Period/ Time Schedule/ Completion Period as mentioned in Bidding	CONFIRMED

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
	Document.	
11.0	"The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable)."	CONFIRMED
12.0	Confirm that your quoted price includes all types of insurance as per the provisions of Bidding document.	CONFIRMED
13.0	Confirm that all costs resulting from safe execution of Work, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted rates.	CONFIRMED
14.0	Confirm your compliance to the Minimum Construction Equipments and Manpower, Qualification & Experience requirement of Key personnel to be deployed as per the provisions of Bidding document.	NOT APPLICABLE
15.0	Confirm that you shall deploy adequate project/site organisation with qualified supervisory personnel having requisite experience including personnel responsible for safety, planning, stores, QA/QC etc.	NOT APPLICABLE
16.0	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bidding Document.	CONFIRMED
17.0	Confirm that you have your own QA/QC programme for executing this work. In case of award of work, you will submit all QA/QC documents as given in the Bidding Document.	CONFIRMED
18.0	a) We confirm that we are not involved in any Litigation/ Arbitration.	CONFIRMED/ NOT CONFIRMED (STRIKE THROUGH WHICHEVER IS NOT APPLICABLE)
	OR	
	b) We confirm that the current Litigation / Arbitration, in which Bidder is involved will not have any impact in work being tendered or in entering into contract during the validity of offer and performing the contract till all the contractual obligations under contract are performed.	CONFIRMED/ NOT CONFIRMED (STRIKE THROUGH WHICHEVER IS NOT APPLICABLE)
19.0	Confirm that Bidder is not under Liquidation, court receivership or similar proceedings.	CONFIRMED

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
20.0	Confirm that the Bidder is not on holiday / negative list of EIL as on due date of submission of bids.	CONFIRMED
21.0	Confirm that the all the authenticated documents submitted for meeting Financial criteria are certified as per the authentication requirement defined in LIB.	CONFIRMED
22.0	In case of MSE Bidder, please confirm that Micro and Small Enterprises certificate is based on the categorisation definition specified in the provisions of the MSMED Act, 2006 and notification no. SO. 1722(E) dated 05.10.2006.	CONFIRMED

SIGNATURE OF BIDDER: _____
NAME OF BIDDER : _____
COMPANY SEAL : _____

DETAILS OF P.F. & ESI REGISTRATION

Bidder to furnish details of Provident Fund & ESI Registration:

PF REGISTRATION NO. :

DISTRICT & STATE :

ESI REGISTRATION NO. :

DISTRICT & STATE :

We hereby confirm that the above PF & ESI Account is under operation presently and shall be used for all PF & ESI related activities for the personnel(s) engaged by us in the present work (if awarded to us).

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____
COMPANY SEAL : _____

PF & ESI UNDERTAKING

In case our establishment falls under the purview of PF & ESI Act during the execution of Contract, we shall get our establishment registered under PF & ESI and shall be solely responsible to fulfil the obligation of PF & ESI at no extra cost to EIL.

STAMP AND SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

NOTE: To be signed by the authorised signatory and uploaded along with Techno-commercial-part.

BIDDER'S GENERAL INFORMATION

To
Engineers India Limited,
El Bhavan, Bhikaiji Cama Place
New Delhi-110066

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
If different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

1-5 Telephone Number: _____

(Country Code) (Area Code) (Telephone Number)

1-6 E-mail address: _____

1-7 Website: _____

1-8 Fax Number: _____

(Country Code) (Area Code) (Telephone Number)

1-9 ISO Certification, if any {If yes, please furnish details}

1-10 Banker's Name : _____

1-11 Branch : _____

1-12 Branch Code : _____

1-13 Bank account number : _____

1-14 GST Registration No. _____

1-15 PAN No. : _____

1-16 Whether SSI Registered Or not : _____

(SIGNATURE OF BIDDER WITH SEAL)

DECLARATION BY THE BIDDER

We _____ (Name of the Bidder) hereby confirm that we have gone through and understood the Bidding Document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are uploading Master Index of Bidding Document as part of our Bid duly signed in token of our acceptance. We undertake that the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of this bidding document as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have quoted prices in Schedule of Rates and uploaded in Price Bid in the prescribed location of the e-tendering website considering detailed description of items given in Schedule of Rates. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in Item Description of the respective SOR Item(s) in Schedule of Rates as enclosed in the bidding document.

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____
COMPANY SEAL : _____

NOTE: This declaration should be signed by the Bidder's representative who is signing the Bid.

BANK ACCOUNT PARTICULARS

1. BIDDER'S NAME :
2. ADDRESS OF BIDDER :
3. PARTICULAR OF BANK ACCOUNT :
 - a). NAME OF THE BANK
 - b). NAME OF THE BRANCH
 - c). BRANCH CODE
 - d). ADDRESS OF THE BANK
 - e). 9 DIGIT CODE NUMBER OF THE BANK & BRANCH
(as appearing in MICR Cheque issued by the Bank)
 - f). TYPE OF ACCOUNT (SB, CURRENT, CASH, CREDIT)
 - g). ACCOUNT NUMBER
 - h). WHETHER BRANCH IS RTGS/INTERNET ENABLED
(if yes, then Bank's IFSC Code number)

I hereby declare that the particulars given above are correct and complete and accord our consent for receiving payment through electronic mechanism.

(_____)
Signature of the authorised signatory (ies) & Designation

Place:
Date:

Official seal of the company

BANK CERTIFICATION

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp

Place:
Date:
bankDELETED

Signature of the authorised official of the

BIDDER'S QUERIES

SL. NO.	BIDDING DOCUMENT			SUBJECT	BIDDER'S QUERY	
	PART / VOL.	PAGE NO.	CLAUSE NO.			

NOTE :

1. Bidder's Queries may be sent by e-mail to l.thavurya@eil.co.in / devraj.singh@eil.co.in / suraj.singh@eil.co.in .
2. Technical & Commercial queries, if any, must be submitted separately in editable format as per this format.

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____
COMPANY SEAL : _____

GENERAL CONDITIONS OF CONTRACT



Preface

The General Conditions of Contract shall be read in conjunction with respective provisions specified in Special Conditions of Contract, Specifications, Drawing and any other Part of the Contract. In case of irreconcilable conflicts, the provisions under clause no 2.1 herein of General Conditions of Contract shall prevail.



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1 DEFINITIONS

- 1.1 In the Contract, capitalised words and expression defined by way of inclusion in “parenthesis”, shall have the meaning so ascribed thereto. Further, in the Contract, unless repugnant to the context thereof, the following words and expressions used in these General Conditions of Contract and elsewhere in the Contract, shall have the meanings assigned to them hereunder:

“**Affected Party**” shall have the meaning ascribed to it in Clause 19.

“**Applicable Laws**” means all laws in force and effect, including Tax laws but excluding direct Tax laws (which includes income tax, corporate tax, profession tax and wealth tax), as of the Effective Date hereof, and which may be promulgated or brought into force and effect hereinafter including any revisions, amendments or re-enactments including without limitation regulations, rules and notifications made there under and judgments, decrees, injunctions, writs, orders and notifications issued by any court or Authority, as may be in force and effect during the subsistence of the Contract and applicable to either Party, their obligations or this Contract from time to time.

“**Approval**” shall mean the written and signed consent or approval of the Owner or Engineer-in-Charge authorized in this behalf by the Owner, and with respect to a plan, design or drawing or other document submitted by the Contractor for such approval, and shall include and mean a consent and/ or an approval subject to the limitation(s) specified in such consent/ approval, and the term ‘**Approved**’ shall be interpreted accordingly.

“**Authority**” means the Government of India, any state government or any local authority or any department, instrumentality or agency thereof or any corporation (to the extent acting in a legislative, judicial or administrative capacity and not as a contracting party with EIL or the Contractor) or commission under the direct or indirect control of such central, state or local government or any political sub-division thereof or any court, tribunal or judicial body within India.

“**Bid**” means the Contractor’s signed offer for the Works and all other documents submitted along with the Bid.

“**Bidding Documents**” mean the Notice Inviting Bids/ Letter Inviting Bids, the instruction to bidders (including annexure), form of bid (including appendices), the Contract Agreement, the General Conditions of Contract, the Special Conditions of Contract, the Specifications and all other reports, surveys, drawings and documents including amendments, if any, provided to the Contractor by EIL. “**Completion**” shall mean the successful provision of all materials and inputs and the successful completion and conclusion of all activities and tests (including the Tests on Completion) required to complete the Works in accordance with the Contract, but shall not include the obligation to rectify defects during the Defect Liability Period.

“**Completion Certificate**” shall have the meaning ascribed to the term in Clause 11.1.

“**Contract**” means the agreement between EIL and the Contractor for execution of the Works and includes the Contract Agreement, the General Conditions of Contract, the Special Conditions of Contract, the other Bidding Documents, the Specifications, the Price Schedule and such further documents which are listed in the Contract Agreement

and/or these General Conditions of Contract and includes any amendment thereto made in accordance with the provisions hereof.

“Contract Agreement” means the agreement entered into between EIL and the Contractor along with the Price Schedule and other annexure and includes any amendments thereto made in accordance with the provisions thereof.

“Contract Performance Bank Guarantee” / “Security Deposit” means contract performance bank guarantee or security deposit (as applicable) as submitted by the Contractor in accordance with Clause 7.2(a) or 7.2(c), and shall also include any extended and any amended bank guarantee in respect of EMD, where the Contractor exercises its option under Clause 7.2 (b).

“Contract Price” means the total price payable to the Contractor for performing the Works based on the rates and breakdown of prices provided by the Contractor in the Price Schedule, subject to such additions thereto and deductions therefrom as may be made under the Contract and as adjusted by the actual quantities, if applicable, of the items mentioned in the Price Schedule utilized in the execution of the Works.

“Contractor's Event of Default” shall have the meaning ascribed to it in Clause 23.2.

“Defect” shall mean a defect and/or deficiency in the works and **“Defective”** shall be interpreted accordingly.

“Defect Liability Period” means the period specified for notifying Defects in the Works, calculated from the date of Completion as specified in the Completion Certificate for the Works or part of the Works, as further set out in Clause 12 hereof.

“EIL” means Engineers India Limited, a company incorporated under the Companies Act, 1956 with its registered office at 1, Bhikaiji Cama Place, R.K Puram, New Delhi-110066 (INDIA).

“Engineer-in-Charge” means the Person designated by EIL to act as the Engineer-in-Charge for the purposes of this Contract and notified in writing to the Contractor.

“Final Bill” shall have the meaning ascribed to it in Clause 16.1.1.

“Final Completion Certificate” shall have the meaning ascribed to the term in Clause 13.

“Free Issue Materials” means any equipment, machinery, apparatus, accessories, auxiliaries, spare parts, tools and tackles and articles and things provided by EIL to the Contractor for incorporation in the Permanent Work and which shall be bailed to the Contractor upon their delivery at Site.

“Letter of Award” / “Fax of Acceptance” or “LOA” or “FOA” means the Letter of Award / Fax of Acceptance issued by EIL to the Contractor, awarding the Works to the Contractor.

“Permanent Works” means the permanent works to be executed by the Contractor

(including all permanent structures and all work intended to form a continuing function after Completion of the Works) in accordance with the Contract.

“Running Bill” means the fully supported invoice delivered to EIL by the Contractor at the times set out in the Payment Schedule, containing all the requisite information and complying with all the requirements set out in the contract.

“Site” means the land, location, right of way and/or places provided by EIL where the Works are to be executed and to which plant and goods and materials are to be delivered and any other place as may be specifically designated in the Contract as forming part of the Site or designated as such by the Engineer-in-Charge.

“Special Conditions of Contract” means the special conditions of contract setting out specific deviations from the General Conditions of Contract and other relevant provisions and data, which are to be read in conjunction with the General Conditions of Contract.

“Specifications” means all general and technical specifications and directions attached to and forming a part of the Bidding Documents which describe the purpose, scope, design and technical criteria of the Works including, the method and manner of performing the Works, the quality and quantity of the Works to be performed and the materials to be supplied under the Contract and includes all modifications or amendments made thereto by EIL.

“Subcontractor” means any person named in the Contract as a subcontractor or an original manufacturer, supplier of any goods and materials, plant, labour or services for the Works or any person to whom a part of the Works has been subcontracted by the Contractor with the prior Approval of Engineer- in- Charge, as the case may be, and the permitted legal successors in title to such person, but not any assignee of such person.

“Suspension Order” shall have the meaning ascribed to it under Clause 18.1.

“Temporary Works” means all temporary and ancillary works including enabling works and maintenance works connected with the Works and required for the execution and completion of the Permanent Works.

“Time for Completion” means the period specified in the Contract Agreement or the Special Conditions of Contract for Completion of the Works, calculated from the Effective Date.

“Week” means a period of any consecutive seven days.

“Working Day” means a day other than a Sunday or a public holiday on which EIL is open for business.

1.2 In the Contract, except where the context requires otherwise:

- (a) References to any statute or statutory provision or order or regulation made thereunder shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof.

- (b) References to the term persons shall include a reference to individuals, corporate bodies, unincorporated associations, partnerships and any organisation or entity having legal capacity.
- (c) Headings of general conditions of contract, special conditions of contract or of the Specifications or of Tender Document are solely for the purpose of giving general guidance for convenience in reading and segregating the general subject matter of various clauses and are not a summary of contents thereof and shall not form part of the operative provisions of the Contract and shall not govern the meaning or importation of the clauses thereunder.
- (d) References to Clauses or Schedules are, unless the context otherwise requires, references to recitals, clauses of, or, schedules to the general conditions of contract.
- (e) Unless the context otherwise requires, reference to one gender includes a reference to the other.
- (f) References to the words “include” or “including” shall be construed as being suffixed by the term “without limitation”.
- (g) Reference to an agreement, deed, instrument or other document include the same as amended, supplemented, varied or replaced from time to time.
- (h) Words indicating the singular also include the plural and words indicating the plural also include the singular.
- (i) Provisions of the Contract including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing.
- (j) The expression “writing” or “written” shall include communications by, e-mail, facsimile (fax) and/or letter.
- (k) If any provision in Clause 1.1 is a substantive provision conferring a right or imposing an obligation on any Party, effect shall be given to it as if it were a substantive provision in the body of the Contract.
- (l) The terms defined in the Schedules and the Specifications shall have the same meaning assigned thereto when used elsewhere in the Contract and vice versa.
- (m) The schedules and annexures shall form an integral part of the Contract and shall be in full force and effect as though they were expressly set out in the body of the Contract.
- (n) Where the day on or by which any thing is to be done is not a Working Day, as the case may be, that thing must be done on or by the immediate next Working Day.
- (o) The rule of construction, if any, that a contract should be interpreted against the

party responsible for the drafting and the preparation thereof, shall not apply to the Contract.

- (p) No verbal agreement, assurance, representation or understanding given by any employee or officer of EIL or so understood by the Contractor, whether given or understood before or after the execution of the Contract, shall bind EIL or alter the Contract documents unless specifically given in writing and signed by the Engineer-in-Charge and the Contractor's authorised representative as an agreed variation and amendment of the relative term(s) in the Contract.
- (q) Reference to price schedule, or time for completion, shall be the price schedule and/or time for completion as annexed to the Contract Agreement, and/ or the Letter of Acceptance, and/or where not so specified, have the meaning ascribed to them in the Bid Documents.
- (r) Subject to Clause 2.0, all documents forming part of the Contract are to be read together as a whole and are to be taken as mutually explanatory.

2 CONTRACT

2.1 The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Engineer-in-Charge shall issue necessary clarifications or instructions to the Contractor, and the order of precedence of the documents shall be as follows:

- (a) Contract Agreement
- (b) Detailed Letter of Acceptance along with its enclosures
- (c) Letter of Award / Fax of Acceptance
- (d) Job Specifications
- (e) Drawings
- (f) Technical Specifications
- (g) Special Conditions of Contract
- (h) Instruction to Bidders
- (i) General Conditions of Contract
- (j) Other Documents

3 CONFIDENTIALITY AND CONFIDENTIAL INFORMATION

Both Parties shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with Applicable Laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without prior consent of EIL.

4 COMPLIANCE WITH APPLICABLE LAWS

4.1 The Contractor shall, in performing the Contract, comply with all Applicable Laws.

- 4.2 Without prejudice to the foregoing, the Contractor shall be responsible for bearing all registration and statutory inspection fees payable under any Applicable Laws in respect of the Works executed or completed pursuant to the Contract. If the Contractor defaults in complying with the Applicable Laws, the Contractor shall, at its own risk and cost, bear any and all additional fees, fines, penalties or charges. However, EIL shall make reasonable efforts to assist the Contractor in rectifying any such default under Applicable Laws upon the Contractor's specific request, including any specific request to issue letters to the relevant Authorities on behalf of the Contractor.
- 4.3 The Contractor shall not be absolved from any of its obligations under Applicable Laws or the Contract or claim any additional amount from EIL or seek any extension of the Time for Completion due to its ignorance of any Applicable Law.

5 BACKGROUND INFORMATION

- 5.1 Should there be any doubt or ambiguity in the interpretation of the Contract or contradiction in the various documents that comprise the Contract or should there be any discernable error or omission in any document comprising the Contract, the Contractor shall, prior to commencing the Work likely to be affected by such ambiguity, error or omission, apply in writing to the Engineer-in-Charge for resolving the ambiguity or rectifying the error, as the case may be. If the Contractor fails to apply to the Engineer-in-Charge prior to commencing the relevant Work, the Contractor shall perform such Work at its own risk and if the Work are at variance with the requirements of the Contract, then such Work shall be deemed to Defective Work.
- 5.2 The decision of the Engineer-in-Charge on any application under Clause 5.1 shall be in writing and shall be final and binding on the Contractor and shall form part of the Contract.

6 ACCESS TO AND POSSESSION OF THE SITE

- 6.1 Access to and Possession of the Site

EIL shall provide access to the Site to the Contractor for the execution of the Works. In the event of delay in transfer of the Site by EIL to the Contractor, for reasons not attributable to the Contractor, the Contractor shall only be entitled to a reasonable extension of the Time for Completion pursuant to Clause 10.0. The Contractor shall take all necessary precautions to ensure that no damage is caused to any building or establishment within the Site. The Contractor shall be liable for any loss suffered by EIL on account of damage to the Site or any building or establishment within the Site. The Contractor shall ensure that day to day activities of EIL are not hampered because of Works executed by the Contractor. The Contractor shall ensure that until the issuance of the Completion Certificate, in accordance with Clause 11.1 by EIL, EIL's personnel, their representatives and assignees shall have the right to visit the Site at any time and inspect or audit the Contractor's books and records relating to the execution and completion of the Works.

Without prejudice to the generality of the foregoing, the Contractor agrees and acknowledges that the EIL, expressly reserves the right to grant right of way/ access to

the Site to other representatives, agents and contractors for the performance of other works thereon, in each case with reasonable notice to the Contractor, and the Contractors agrees and undertakes to co-operate with such representatives, agents and contractors.

7 GENERAL OBLIGATIONS OF CONTRACTOR

7.1 General Obligations

7.1.1 The Contractor shall execute the Works, as described in greater detail in the Specifications, in accordance with the Contract, Specifications, health and safety standards & Applicable Laws and within the Time for Completion. The Works shall be fit for the purposes for which they are intended, as defined in the Contract. The Works shall include any work which is necessary to satisfy the Specifications, or as implied by the Contract, or arises from any obligation of the Contractor, and all works not mentioned in the Contract but which are necessary for stability, completion or the safe, reliable and efficient operation of the facility (in respect of which the Works are proposed), or are otherwise required to make the Works fit for their contemplated purposes.

7.1.2 Contractor shall obtain and maintain all permits, licenses and approvals required for the execution of the Works as per Applicable Laws.

7.1.3 The Contractor is deemed to have satisfied itself as to the correctness and sufficiency of the Specifications and other terms of the Contract relating to its risks, liabilities and obligations set out in or implied by the Contract and all matters and things necessary for the proper execution of the Works.

7.2 Contract Performance Bank Guarantee / Security Deposit

(a) The Contractor shall within 15 days of award (i.e. issue of FOA / LOA), deposit with the EIL an interest free security deposit for an amount equivalent to 10% of the Contract value in the form of bank draft/ pay order/ bank guarantee ("BG"), in the form specified in Appendix I hereto. If the said security deposit is submitted in the form of a bank guarantee, the bank guarantee towards the said security deposit shall be from a Scheduled Bank and kept valid on and from the Effective Date till the date of issuance of Completion Certificate, plus Defect Liability period plus three months thereafter for a claim period. It shall be submitted as per the format included in the Bidding document.

(b) Alternatively, Contractor shall have the option of converting the earnest money deposit submitted with the Bid ("EMD") into the initial Security Deposit. In such a case, Contractor shall, within 15 days of issue of FOA / LOA, furnish a letter exercising the option of converting EMD in to Initial Security deposit. The Bank Guarantee furnished towards EMD shall appropriately be amended including extension up to Defect Liability period plus three months for claim period so that the same can be treated as initial Security Deposit.

In addition to the above initial Security Deposit, from each Running Bill, a differential amount in percentage (equal to 10% of estimated contract value minus EMD amount) shall be deducted towards Security Deposit. Thus, the Running Bill payments shall be released to the Contractor after deduction of the Security Deposit. Non-refundable interest shall be charged at a rate two percent more than

the SBI's prime lending rate, from the date the BG towards security deposit becomes due and shall be chargeable on the reducing balance left after apportioning the Security Deposit amount accumulated from each Running Bill, till complete Security Deposit amount is recovered from the bills.

- (c) However, Contractor shall, at any point, have the option to submit a BG towards Security Deposit valid up to Defect Liability Period plus three months for claim period, for an amount equivalent to 10% of estimated Contract value at any time during the pendency of the Contract, in the form specified in Appendix – I. Pursuant to this, the amount so far retained in lieu of Security Deposit along with BG towards initial Security Deposit shall be released immediately. The interest so charged shall not be refunded.
- (d) In case Contractor does not opt for submission of BG towards Security Deposit till Completion of Works, the amount retained on account of Security Deposit along with BG towards initial Security Deposit, shall be released only after expiry of Defect Liability Period and settlement of all dues in all respects, to the satisfaction of the Engineer-in-Charge and submission of 'No dues Certificate' & 'No claim Certificate' by the Contractor. EIL reserves the right to deduct any amount due to EIL from the Security Deposit at the time of expiry of Contract/ termination of the Contract.
- (e) The BG towards Security Deposit (or the initial Security deposit, as the case may be) shall be extended by such period as EIL may require if the Completion is delayed/ extended beyond the scheduled time for completion as per direction of the Engineer-in-Charge.
- (f) In the event that Contract Price is increased at any time prior to the issuance of the Completion Certificate for any reason whatsoever, the value of the BG towards Security Deposit shall be increased proportionately by the Contractor within 7 (Seven) Days to ensure that it remains valid for an amount which is equivalent to 10% of the revised Contract Price, as determined by the Engineer-in-Charge, else amount equivalent to the 10% of such differential between the original Contract Price and the revised Contract Price shall be withheld/ deducted from the Running Bills on account of increase in the extent of the Security Deposit required to be provided.
- (g) If the Contractor fails to provide, maintain or renew the Security Deposit in accordance with the Contract, then EIL may, without prejudice to any other rights and remedies, to which it may be entitled, by giving written notice, terminate the Contract forthwith.
- (h) In case Contractor does not furnish BG towards Security Deposit as per clause 7.2(a) or does not exercise the option of converting EMD towards initial Security Deposit as per clause 7.2(b) above, then the EMD submitted by the Contractor shall be liable to be forfeited.
- (i) In case the Contractor, after confirming that it will exercise the option of converting EMD into initial Security Deposit, does not submit the amended bank guarantee, payment shall not be released unless the amended BG is submitted or the full

amount of security deposit along with accrued interest thereon is recovered from the Running Bill.

- (j) The Contract Agreement shall be signed on receipt of Security Deposit from the Contractor or a letter from him exercising the option of converting EMD into initial Security Deposit.

7.3 Site Data

EIL has made available to the Contractor, all the relevant data in EIL's possession on hydrological and subsurface conditions relating to the Site. The Engineer-in-Charge/ EIL do not in any manner warrant the accuracy or reliability of the data/studies/reports and of any other information supplied at any time by the Engineer-in-Charge and the Contractor shall be solely responsible for the consequences of its interpretation of all such data/studies/reports. The Contractor shall conduct further investigations, and all other due diligence, considered necessary by it at its own cost and any error or discrepancies, if found in the data made available by EIL/ Engineer-in-Charge at any stage shall not constitute ground for extension of the Time for Completion or any monetary claim.

7.4 Sufficiency of Contract Price

The Contractor in fixing the rates/prices specified in the Price Schedule shall be deemed to have independently obtained all information necessary for the purpose of preparing the Bid and executing the Works and to have satisfied itself as to the correctness and sufficiency of the Bid and the Contract Price. Any error in description of the quantity or quality of the Works or omission of any item of work shall not vitiate the Contract or release the Contractor from its obligation to perform the Works at the prices specified in the Price Schedule and the Contractor shall be deemed to have known the scope, nature and magnitude of the Works and the materials, equipment and labour required for executing the Works.

7.5 Contractor's Equipment

- 7.5.1 All Contractor's equipment and Temporary Works provided by the Contractor or any Subcontractor shall, when brought on to the Site, be deemed to be exclusively intended for execution of the Works and not be removed without the consent, in writing, of the Engineer-in-Charge. Such consent shall not be unreasonably withheld or delayed by the Engineer-in-Charge.

- 7.5.2 Upon Completion of the Works, the Contractor shall remove from Site, the entire Contractor's equipment, Temporary Works and surplus materials as per the directions of the Engineer-in- Charge.

Without prejudice to the generality of the foregoing, surplus civil construction materials comprising sand, cement, bricks, stones, aggregates and the products of dismantling the Temporary Works erected by the Contractor shall vest in and belong to the Contractor upon Completion of the Works and/or earlier termination of the Contract for any cause. The Contractor shall have the right, subject to the other terms & conditions of the Contract, to remove the surplus civil construction material from the Site, subject to satisfactory proof of supply. No other surplus material will be allowed to be removed from the Site and shall be deemed to be the property of EIL and the same shall be transported properly to EIL's store or as directed by EIL. The Contract Price quoted by

the Contractor shall be deemed to include the cost of all surplus materials which are deemed to be the property of EIL.

- 7.5.3 EIL shall not at any time be liable for the loss or damage to any of the Contractor's equipment, Temporary Works or materials brought on Site by the Contractor for execution of the Works.

7.6 **Setting Out**

The Contractor shall be responsible for:

- (a) The accurate setting out of the Works in relation to the original points, lines and levels of reference given by the Engineer-in-Charge in writing;
- (b) The correctness of position, levels, dimensions and alignments of all parts of the Works;
- (c) The provisions of all necessary instruments, equipment, apparatus and labour in connection with the foregoing responsibilities; and
- (d) Carefully protecting and preserving all bench marks, sight rails, pegs and other things used in setting out the Works.

7.7 **Safety of Works**

The Contractor shall, throughout the execution of the Works:

- (a) Take full responsibility for the adequacy, stability, safety and security of the Works, goods, materials, Contractor's equipment, Temporary Works, operations on the Site and methods of manufacture, construction and transportation thereof;
- (b) Have full regard for the safety of all persons on or in the vicinity of the Site (including persons to whom access to the Site has been allowed by the Contractor or EIL), comply with the and Applicable Laws, all relevant safety regulations, standards and codes, including provision of safety gear. Insofar as the Contractor is in occupation or otherwise is using areas of the Site, the Contractor shall keep the Site and the Works (so far as the same are not completed and occupied by EIL) in an orderly state appropriate for the avoidance of injury or accident to all persons on and in the vicinity of the Site and shall keep EIL indemnified against all costs, charges, losses and damages that may be suffered by EIL in any manner whatsoever, as a result of any injury or accident to any person on or in the vicinity of the Site in connection with the execution of the Works;
- (c) Provide and maintain all lights, guards, fences and warning signs and watchmen when and where necessary or as required by the Engineer-in-Charge or by any Applicable Laws or by any relevant Authority for the protection of the Works and for the safety and convenience of the public and all persons on or in the vicinity of the Site;
- (d) Where any part of the Works would otherwise be carried out in darkness, ensure

that all parts of the Site where such part of the Works is being carried out are so illuminated as to ensure the safety of all Persons on or in the vicinity of the Site and of such part of the Works;

- (e) The Contractor shall ensure that its employees and the employees of the Subcontractors wear identification badges (cards), uniforms, helmets, safety shoes, gum boots and other safety/protection wear as directed by the Engineer-in-Charge, and to be provided by the Contractor.

7.8 Contractor's Operations on Site and Clearance of Site

At all times during the execution of the Works, the Contractor shall keep the Site clean, safe, in a workmanlike condition and free from all unnecessary obstruction, and shall safely store or dispose off any Contractor's equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required in accordance with good industry practices, Applicable Laws and instructions of the Engineer-in-Charge, unless required to be maintained at the Site as per the express instructions of Engineer-in-Charge.

7.9 Quality Management System

The Contractor shall adhere to the quality management system as per EIL Specifications given in the Bidding Document or any other Quality Plan/Quality Assurance Plan approved by EIL for this Contract.

7.10 Land, Power, Water and Other Facilities

- 7.10.1 No water and electricity shall be provided to the Contractor by EIL. The Contractor shall make his own arrangement for procurement, consumption, maintenance etc. and deposit all charges fee etc. in connection with such arrangement, to the municipal Authorities. However, if, piped water and power is supplied by the EIL at its discretion, the Contractor shall pay for the same at the unit rates decided by EIL.
- 7.10.2 EIL shall provide space for Contractor's office, as required. However, no land shall be provided for accommodation purposes to the Contractor, or the purposes of any Contractor's personnel.
- 7.10.3 The Contractor shall remove all temporary buildings/ facilities etc. immediately after Completion of Works in all respects.

7.11 Quality Control

- 7.11.1 All goods and materials to be supplied under the Contract shall be constructed, and all Works shall be executed by the Contractor, in the manner set out in the Contract. Without prejudice to the generality of the foregoing, the Works shall be executed in a proper, workmanlike and careful manner, with properly equipped facilities and non-hazardous materials, and in accordance with recognized and internationally accepted industrial standards and good industry practices. The successful execution of the Works is the sole responsibility of the Contractor.
- 7.11.2 EIL shall be entitled at all times, at the risk of the Contractor, to inspect and/or test by

itself or through an independent person(s) or agency(ies) appointed by the Engineer-in-Charge and/or to direct the Contractor to inspect and/or test or to get inspected and/or tested, all goods, plant, materials and any items and components whatsoever, supplied or proposed to be supplied for incorporation in the Works, including the course of manufacture or fabrication by the Contractor and/or at the Contractor's or his sub-vendors' works or otherwise, of such goods, plant, material, items or components. The inspection and/or tests shall be conducted at the expense of the Contractor and may be directed by Engineer-in-Charge to be conducted by authorized representatives of the Engineer-in-Charge or third party inspection agency(ies) appointed by EIL. EIL may also require that all the inspections and tests conducted by the Contractor at its works or his sub-vendors' works be carried out in the presence of authorized representatives of the Engineer-in-charge/ third party inspection agency(ies) appointed by EIL. The Contractor shall provide the Engineer-in-Charge and/or their representatives/agents every facility of assistance necessary for carrying out or witnessing, as the case may be, the test(s) / inspection(s).

- 7.11.3 If, as a result of inspection, examination or testing, any goods, plant, materials, items, components or other works are found to be Defective or otherwise not in accordance with the Contract, the Engineer-in-Charge may reject the same within 15 (fifteen) Working Days of such inspection, examination or testing by giving notice to the Contractor with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected Works, after rectification, complies with the Contract.
- 7.11.4 The Contractor shall not be released from any of its liabilities or obligations under the Contract, and its obligation to duly complete the Works in all respects, by reason of any such inspection or testing or witnessing of testing, or by the submission of reports of inspection or testing to the Engineer-in-Charge, or any Approval of the Works.
- 7.11.5 Each item of the goods and materials shall become the property of EIL upon the earlier of: (i) delivery of such item to the Site; or (ii) payment for such item, either in part or full, by EIL. The Contractor shall however continue to bear the risk and responsibility in respect of such items which continue to remain in its possession until the date of issuance of the Completion Certificate.

7.12 Free Issue Materials

Where EIL has undertaken in the Bidding Documents to procure and supply Free Issue Materials, the supply of Free Issue Materials to the Contractor shall be on the following terms and conditions:

- (a) Deliveries shall be from the storage of EIL
- (b) The Contractor shall inspect the Free Issue Materials supplied to it at the time of taking delivery thereof and satisfy itself of the quality, quantity and condition thereof prior to taking delivery and EIL shall not be liable for any claims or complaints whatsoever in respect of quality, quantity or conditions of the Free Issue Materials once the Contractor has taken delivery thereof.
- (c) The Free Issue Materials supplied or procured by EIL shall be utilized by the Contractor only for incorporation in the Permanent Works.

- (d) All Free Issue Materials supplied by EIL shall be taken delivery of, held, stored and utilized by the Contractor as trustee of EIL, and delivery of Free Issue Materials to the Contractor shall constitute an entrustment thereof by EIL to the Contractor, with the intent that any utilization, application or disposal thereof by the Contractor otherwise than for incorporation in the Permanent Works in terms hereof shall constitute a breach of trust by the Contractor.
- (e) The Free Issue Materials supplied by EIL shall be insured by EIL against normal risks during transit, storage and erection.

7.13 EIL may do part of the Works

Upon failure of the Contractor to comply with any instructions given in accordance with the Contract, or to otherwise comply with the Contract, EIL shall have the right to deploy additional labour force, tools, equipment and materials for such part of the Works as EIL may designate and/or engage another contractor to carry out the Works. In such cases, EIL shall deduct from the amount which might otherwise become due to the Contractor the cost of deploying additional labour or materials and/or the cost of engaging another contractor to complete the Works, along with an additional 10% of such cost to cover all other expenses and departmental charges incurred by EIL in this regard. Should the total amount thus calculated exceed the amount due to the Contractor, the difference shall be recovered from the Contractor as a debt due.

7.14 As-Built Drawing and Documents

Prior to the issue of the Completion Certificate, the Contractor shall submit to the Engineer-in-Charge one soft copy, one full-size original copy and six (6) printed copies of the relevant "as-built drawings", and any further Contractor's documents specified in the Specifications. The Works shall not be considered to be completed and the Completion Certificate shall not be issued under Clause 11.1 until the documents referred above have been submitted to the Engineer-in-Charge in accordance with this Clause.

7.15 Alteration in Specifications, Plans, Drawings and Designs, Extra- Works

- 7.15.1 The Engineer-in-Charge shall have the power, by written notice to the Contractor, at any time prior to or during the execution of the Works, to alter, amend or modify any Specification. To the extent that such alteration, amendment or modification requires any corresponding amendment to the drawings and designs or any other Contractor's document, the Contractor shall make such amendments to the drawings and designs or, as the case may be, the relevant Contractor's document.
- 7.15.2 Contractor shall be bound to carry out such altered/extra/new items of work in accordance with any instruction which may be given to it by the Engineer-In-Charge.
- 7.15.3 Subject to Clause 17.4.2 & 17.4.3, if any alteration, amendment or modification of the Specifications pursuant to Clause 7.15.1 shall, in the opinion of the Contractor and/or EIL, result in an increase, reduction or change in the Works that are covered in the Price Schedule, which would render the Contract Price unreasonable, then EIL and the Contractor shall negotiate a suitable increase or, as the case may be, reduction in the Contract Price. If EIL and the Contractor fail to agree on a revised Contract Price, the Engineer-in-Charge

shall, as an interim measure, decide on an appropriate adjustment to the Contract Price and pending a final decision on the quantum of increase or, as the case may be, reduction in the Contract Price under Clause 25, the Contractor shall be bound to execute the Works on the basis of the revised Contract Price determined by the Engineer-in-Charge.

For the avoidance of doubt, it hereby clarified that if the rate(s) of any additional, altered or substituted item of Work are specified in the Price Schedule, the Contractor shall be bound to carry on the additional, altered or substituted items of Work at the same rate(s) as are specified in the Price Schedule.

7.15.4 If any alteration, amendment or modification of the Specifications pursuant to Clause 7.15.1 shall, in the opinion of the Contractor and/or EIL, necessitate any additional, altered or substituted items of Work that are not covered in the Price Schedule, then the remuneration for such additional, altered or substituted items of Work that are not covered in the Price Schedule, shall be determined by the Engineer-in-Charge in the following manner:

- (a) If it is possible to derive the rate(s) for such additional altered or substituted items of Work from any of the items of Work covered in the Price Schedule, the rate(s) for such additional altered or substituted items of Work shall be the rate(s) arrived at on the basis of such derivation. The opinion of the Engineer-in-Charge as to whether the rate(s) for the additional, altered or substituted items of Work can be derived from the rate(s) of items already covered in the Price Schedule shall be final and binding on the Contractor.
- (b) If, in the opinion of the Engineer-in-Charge, it is not possible to derive the rate(s) for the additional altered or substituted items of Work from any of the items of the Work covered in the Price Schedule, then the rate(s) for such items of Work shall be determined by taking:
 - (i) the issue rate(s) of materials supplied by EIL, if applicable;
 - (ii) materials supplied by the Contractor and incorporated in the Permanent Works at the rate(s), if any, specified in the Price Schedule;
 - (iii) labour cost at rate(s) for labour, if any, specified in the Price Schedule;
 - (iv) if the additional, altered or substituted items of Work involve the use of any material or labour not covered in the Price Schedule, for the purpose of determining the rates under sub-paragraph (ii) and/or (iii) above, the prevailing market rate(s) shall be taken into account for determining the rate(s) of such materials and/or labour and an additional 15% (fifteen percent) shall be added to the market rate(s) to cover the Contractor's, supervisions, overheads and profits.

the opinion of the Engineer-in-Charge as to the quantity or quality of materials and/or labour involved in executing the additional altered or substituted items of Work or as to whether the additional altered or substituted items of Work involve the use of materials and/or labour that are not covered in the Price Schedule and if not, as to the market rate(s) that shall be applicable, shall be final and binding on the Contractor.

8 CONTRACTOR'S PERSONNEL

- 8.1 The Contractor shall make arrangements for the engagement of staff and labour and other Contractor's personnel for the execution of the Works at its own Cost. The Contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer-in-Charge or his assistant, a report in detail, in such form and at such intervals as the Engineer-in-Charge may prescribe, showing the number of personnel employed in different categories by the Contractor on the Site.
- 8.2 The Contractor shall designate and propose suitable, adequately skilled and qualified persons as key personnel, whose identities and resumes will be submitted by the Contractor to EIL within 30 (thirty) days of the Effective Date, to supervise the execution of the Works and to liaise with EIL, his authorized Engineer or any competent Authority, as appropriate.
- 8.3 The Contractor shall ensure that the Contractor's personnel shall be sufficient and competent in number, suitably qualified and experienced for the purpose of execution of the Works at the Site and that it shall provide such numbers of Contractor's personnel at the Site until Completion has been achieved and that the selection of the Contractor's personnel shall maximise productivity and prevent slow-downs, work stoppages or other disruptive concerted actions of the Contractor's personnel.
- 8.4 The Contractor shall make itself aware of all labour regulations and other Applicable Laws and their impact on the cost and build-up the same in the Contract Price. No extra amount in this regard shall be payable to the Contractor, for any reason whatsoever.
- 8.5 In the event of default being made in the payment of any money in respect of wages of any Contractor's personnel whether employed by the Contractor or any of its Subcontractors of any tier in and for carrying out of the Contract and if a claim thereof is filed in the office of the labour Authorities and proof thereof is furnished to the satisfaction of the labour Authorities, EIL may, failing payment of the said money by the Contractor or the Subcontractor, as the case may be, make payment of such claim on behalf of the Contractor, to the said labour Authorities/ Contractor's personnel and any sums so paid shall be recoverable by EIL from the Contractor. If the Contractor fails to pay any amount required to be paid to EIL as aforesaid, within 7 (seven) days of its demand, EIL shall be entitled to recover the amount from any moneys due or accruing to the Contractor under the Contract.
- 8.6 The establishment of the Contractor and its subcontractors shall be duly registered under the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and the Employees' State Insurance Act, 1948 and the Contractor shall duly and timely pay and ensure payment by its Subcontractors of contributions and its/their employees to the Authorities prescribed under the said Applicable Laws and any schemes framed thereunder in respect of all labour employed by it for the execution of the contract. Copies of challans/receipt of such payments along with the list showing persons employed together with emoluments paid for the purpose of provident fund deductions shall be submitted to EIL before the end of every calendar month. In case the relevant provident fund Authority's receipt/challans referred to above are not furnished, EIL shall deduct 5% (five percent) of the payable amount from the Running Bill and retain the deducted amount as a security for the Contractor's contributions under the aforesaid Applicable

Laws. Such retained amounts shall be released to the Contractor only on production of challan/receipts of the relevant provident fund Authority for the period covered by the related deduction.

- 8.7 The Contractor and its subcontractor(s) shall obtain from the Authority(ies) designated in this regard under any Applicable Law, including but not limited to the Factories Act, 1948 and Contract Labour (Regulation & Abolition) Act, 1970 (in so far as applicable) any and all such licence(s), consent(s), registration(s) and/or other authorization(s) as shall from time to time be or become necessary for or relative to the execution of the Works or any part or portion thereof or the storage or supply of any material(s) or otherwise in connection with the performance of the Contract and shall at all times observe and ensure due observance by the Subcontractors, servants and agents of all terms and conditions of the said license(s), consent(s), regulation(s) and other authorization(s) and laws, rules and regulations applicable thereto.
- 8.8 Without prejudice to the responsibility of the Contractor to comply with the Applicable Laws under the Contract, the Contractor shall, in relation to the execution of the Works, comply and shall ensure that the Subcontractors comply with all labour laws, including but not limited to the Factories Act, 1948, the Workmen's Compensation Act, 1923, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, the Industrial Disputes Act, 1947, the Employees' State Insurance Act 1948, the Weekly Holidays Act, 1942, the Employees State Insurance Act, 1948, the Employees Provident Funds Scheme, 1952, the Employees Provident Funds and Miscellaneous Provisions Act, 1952, the Maternity Benefit Act, 1962, the Contract Labour (Regulation and Abolition) Act, 1970, the Equal Remuneration Act, 1976, the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, the Labour Laws (Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988, the Children (Pledging of Labour) Act, 1933, the Child Labour Prohibition and Regulation Act, 1951, the provisions of the Income Tax Act, 1961, Environment Protection Act, 1986, Maritime Act, 2008, Wild life (Protection) Act, 1972 and any other Applicable Law relating to the employment of workmen, employees or labour or any subsequent modification or re-enactment thereof.
- 8.9 Without prejudice to the generality of the scope of Clause 8.6 above, the Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time. Any failure to comply with the Apprentices Act, 1961 shall amount to a breach of the Contract and EIL may, at his discretion, terminate the Contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the Apprentices Act, 1961 by him.
- 8.10 (a) In order to govern welfare and working conditions of labourers engaged in construction activities, the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996, hereinafter referred to as the "RE &CS") came into force. The RE&CS Act is applicable in respect of building and other construction work. Wherever applicable, the Contractor shall strictly comply with the provisions pertaining to RE&CS Act. The Contractor must be registered with the concerned authorities under the RE&CS Act, or in case of non-registration the Contractor should obtain registration within one month of the award of the Contract.

- (b) The Contractor shall comply with the Building and Other Construction Workers' Welfare Cess Act, 1996, the Building and other Construction Workers' Rules, 1998 and the Building and Other Construction Workers Welfare Cess Rules, 1998.
 - (c) Cess as per the prevailing rate, shall be deducted at source from bills of the Contractor by the Engineer-in-Charge of the contract and remitted to the "Secretary, Building and Other Construction Workers Welfare Board" of the concerned State. The Contractor shall be responsible to submit final assessment return of the cess amount to the assessing officer after adjusting the cess deducted at source.
- 8.11 If, the Contractor directly or through petty contractors or other Subcontractors supplies any labour to be used wholly or partly under the direct orders and control of the Engineer-in-Charge or EIL, whether in connection with any work being executed by the Contractor or otherwise for the purposes of EIL, such labour shall, for the purpose of this Clause, be deemed to be persons employed by the Contractor.
- 8.12 The Parties hereto agree that the employment of the Contractor's personnel by the Contractor, or Subcontractor in relation to the execution of the Works shall not constitute any employer-employee relationship between EIL and such Contractor's personnel.

9 TIME FOR COMPLETION AND PRICE REDUCTION DUE TO DELAY IN COMPLETION

9.1 Time for Completion

Time is the essence of the Contract. The Parties agree and acknowledge that it is of paramount importance that the Works are executed strictly in accordance with the Works Completion Schedule, as may be revised from time to time and completed in accordance with the Specifications, within the Time for Completion.

9.2 Price Reduction due to delay in completion

- 9.2.1 If the Contractor fails to complete the Works within the Time for Completion, other than due to an event of Force Majeure or any reason solely attributable to EIL, then the Contract Price shall be reduced by 1 % (one percent) per week of delay or part thereof subject to a maximum deduction of 10% (ten percent) of the Contract Price. After any adjustments made to the Contract Price pursuant to this Clause , if any amount is due to EIL from the Contractor, then such amount will either be set-off against any amount due or that becomes due to the Contractor or be recovered by invoking the Contract Performance Bank Guarantee.

The decision of the Engineer-in-Charge in regard to applicability of price reduction shall be final and binding on the Contractor.

- 9.2.2 The reduction of Contract Price shall not relieve the Contractor from its obligations to complete the Works and the Facilities, or from any of its other duties, obligations or responsibilities under the Contract. The Contractor shall use and continue to use its best endeavour to avoid or reduce further delay to the Works, or the issue of the Completion

Certificate.

- 9.2.3 It is specifically acknowledged that the provisions of Clause 9.2 constitute purely a provision for price adjustment and/or fixation and are not to be understood or construed as a provision for liquidated damages or penalty under Section 74 of the Indian Contract Act, 1872 or otherwise.
- 9.2.4 Application of price reduction under this Clause 9.2 above shall be without prejudice to any other right of EIL, including the right of termination under Clause 23.2 and associated clauses thereunder.

10 EXTENSION OF TIME

- 10.1 Request for an extension of the time, if any, for Completion of the Work by the Contractor on the grounds for reasons attributable to EIL, shall be in writing to the Engineer-in-Charge within 10 (ten) days of the date of the occurrence on account of which he desires such extension as aforesaid, and the Engineer-in-Charge shall, if in his opinion (which shall be final and binding) reasonable grounds have been shown therefore, authorize such extension of time as may in his opinion be necessary or proper, but without prejudice to EIL's right for reduction in prices in line with the provision of price reduction available in the bidding document.
- 10.2 Irrespective of the reasons for delay (including due to force majeure condition), if any, whether tenable for extension of time or not, the entire contract shall be completed without any escalation and within the quoted rates and nothing shall be payable by the EIL to the Contractor for delay in the commencement, progress or completion of the Work due to any reason whatsoever, irrespective of approval of extension of time by EIL.

11 COMPLETION

- 11.1 EIL shall, within 30 (thirty) Working Days of receipt of a notification from the Contractor along with all the final documents such as "as-built drawings", final test/quality records, etc., in each case as per the instruction of Engineer-in-Charge, inspect the Works and if it is satisfied that the Works are complete in all respects in accordance with the Specifications and free of all Defects, issue a completion certificate to the Contractor ("**Completion Certificate**") and the Works shall be taken over by EIL on the date of issue of the Completion Certificate.
- 11.2 Notwithstanding anything contained in Clause 11.1, EIL shall not issue the Completion Certificate until the Contractor has cleared the Site of all scaffolding, wiring, pipes, surplus materials, Contractor's labour, equipment and machinery, demolished, dismantled and removed all the Contractor's Site offices and quarters and other Temporary Works, structures and constructions and other items and things whatsoever brought upon or erected at the Site and not incorporated in the Permanent Works, removed all rubbish from the Site, cleared and leveled the Site to the satisfaction of the Engineer-in-Charge and put EIL in undisputed custody and possession of the Site, free & clear of all encumbrances and encroachments; and
- 11.3 Notwithstanding anything to the contrary contained in the Contract, the Engineer-in-Charge shall have the right to take possession of or use any completed or partially

completed Work or part of the Works. Such possession or use shall not be deemed to be an acceptance of any Works. If such prior possession or use by the Engineer-in-Charge delays the progress of Work, equitable adjustment in the Time for Completion shall be made in accordance with Clause 10.

12 DEFECT LIABILITY PERIOD

- 12.1 The Defect Liability Period shall be a period of 12 (twelve) months from the date of Completion mentioned in the Completion Certificate.
- 12.2 The Contractor warrants that during the duration of the Defect Liability Period, the Works shall be free of all defects and/ or deficiencies (“**Defects**”).
- 12.3 If, during the Defect Liability Period, any Defects are discovered in the Works or any part thereof; or the Works or any part thereof fails to meet the Guaranteed Performance Levels, EIL will notify the Contractor of such Defects or failure. Upon receipt of such notice, the Contractor shall promptly repair or replace such Work (including any necessary uncovering, covering and recovering, and other works to remedy the Defect) in accordance with the Contract, good industry practices and Applicable Laws. At EIL's option and Contractor's cost and expense, EIL shall have the right to provide labour in connection with such repair or replacement to the extent that such labor can be provided by EIL's then-current permanent employees working at during normal working hours. The Contractor shall provide for all additional labor required for such repair or replacement and shall bear all costs and expenses associated with repairing or replacing any such Defective Work, including costs incurred by EIL in relation to providing labor, employees and personnel for any such repairs or replacement. Upon completion of any repair or replacement work, the Contractor shall, at its own expense, and with EIL's coordination and Approval, perform such tests as necessary to demonstrate that pursuant to cure of Defects under this Clause, the Works meet the Guaranteed Performance Levels.
- 12.4 If the Contractor fails to rectify any Defects in the Work during the Defect Liability Period, EIL (at its sole discretion) may:
- (a) Carry out the work itself or by others, in a reasonable manner at the risk and cost of the Contractor; In addition to the costs, EIL shall be entitled to claim 15% (fifteen percent) of such costs towards the loss and damage suffered by EIL on account of the failure of the Contractor to duly remedy the said Defects, which the parties agree and acknowledge, is a genuine pre-estimate of the loss and damage suffered by EIL; or
 - (b) If the Defect or damage is such that EIL has been deprived of substantially the whole of the benefit of the Works or part of the Works, terminate the Contract in respect of such parts of the Works as cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, EIL shall then be entitled to recover all sums paid for such parts of the Works together with the cost of dismantling the same, clearing the Site and returning goods and materials to the Contractor and the provisions of Clause 23 shall not apply.
- 12.5 If the Defect or damage is such that it cannot be remedied expeditiously on the Site and if EIL gives consent, the Contractor may, remove from the Site for the purpose of repair any

part of the Works, which is defective or damaged. The consent may require the Contractor to increase the amount of Contract Performance Bank Guarantee by the full replacement cost of items which are to be replaced or to provide other appropriate security acceptable to EIL.

- 12.6 If the repair or remedy of any Defect or damage is such that it may affect the performance of the Works, EIL may, within 30 (thirty) Working Days after such repair or remedy, require that certain tests be repeated as may be necessary to demonstrate compliance with the Guaranteed Performance Levels.
- 12.7 If any part of the Works has been replaced, renewed or repaired during the Defect Liability Period, the Defect Liability Period in respect of such part shall start again for a period of 12 (twelve) months from the date on which such replacement, renewal or repair has been completed to the satisfaction of the Engineer-in-Charge. (“**Extended Defect Liability Period**”)

13 FINAL COMPLETION CERTIFICATE

Upon the expiry of the Defect Liability Period (or Extended Defect Liability Period, as applicable), but subject to there being no outstanding obligation of the Contractor to rectify the defects notified during such period, EIL shall issue the Final Completion Certificate to the Contractor (“**Final Completion Certificate**”). The Contract shall not be considered to have been completed until the Final Completion Certificate has been signed by EIL and delivered to the Contractor, stating the date on which the Contractor has completed its obligations under the Contract. Only the Final Completion Certificate shall be deemed to constitute Approval of the Works by EIL.

14 CONTRACT PRICE

In consideration of the full and complete discharge of the Contractor's obligations under the Contract, EIL shall pay to the Contractor the Contract Price at the time and in the manner set forth in the Payment Schedule, subject to such deductions and adjustments as may be permissible under the Contract.

15 TAXES AND DUTIES

All the Taxes and levies payable in India whether under Central, State or Local laws applicable in India as well as those leviable outside India, shall form part of the Contract Price. The Contractor shall bear all the Taxes, duties, levies on the supply of goods and materials and plant (including customs duties payable on imported goods and materials and plant) and on performance of the services, under Central, State or Local laws applicable in India as well as those leviable outside India.

16 PAYMENT TO THE CONTRACTOR

16.1 Final Payments

- 16.1.1 Within 15 (fifteen) days after receipt of the Completion Certificate, the Contractor must submit a payment claim and endorse it as the final bill (“**Final Bill**”). The Contractor

must include in that claim:

- (a) statements for the Contract Price, summarising and reconciling all previous payments made by EIL and adjustments in the Contract Price; and
- (b) any further sums which the Contractor considers to be due to it under the Contract.

16.1.2 Except as provided in Clause 16.1.4, within 90 (ninety) Days after the receipt of the Final Bill complete in all respects in accordance with the Contract, EIL must pay to the Contractor the amount mentioned in the Final Bill and certified by the Engineer-in-Charge, less any disputed amounts, subject to EIL's right under Clause 16.1.6 to set off against amounts due from the Contractor. If the amount that the Contractor owes to EIL under Clause 16.1.6 is greater than the amount mentioned in the Final Bill and certified by the Engineer-in-Charge, then the Contractor must pay the excess amount which is a debt due and payable to EIL within 90 (ninety) days after EIL's receipt of the Final Bill.

16.1.3 After the expiry of the 15 (fifteen) days period referred to in Clause 16.1.1, a claim which the Contractor was entitled to make, but has not made in the Final Bill, is barred and the Contractor waives any right to bring such a claim.

16.1.4 The amount certified in the Final Bill will not become due under Clause 16.1.2 until the Contractor submits to EIL:

- (a) a certificate of release certifying that the Contractor waives all rights to bring any claims which the Contractor may otherwise be entitled to make, but which are not included in the Final Bill;
- (b) if requested by EIL, other data establishing payment or satisfaction, including receipts, releases, and waivers as may be required by EIL;
- (c) a confirmation from the Contractor that there has been no change in Applicable Laws that it has not notified EIL which may result in a reduction in the Contract Price; and
- (d) any and all outstanding documentation required to be given to EIL by the Contractor.

16.1.5 No interim payment by EIL constitutes acceptance by EIL of the Works or any part thereof, or releases the Contractor from any of its obligations or liabilities under the Contract.

16.1.6 Payment of the amount mentioned in the Final Bill by EIL shall not mean release of the Contractor from all of its liabilities under the Contract. The Contractor shall be liable to fulfill and discharge all his liabilities and responsibilities under the Contract until the issuance of the Final Completion Certificate and release of the Contract Performance Bank Guarantee (whichever is later).

16.1.7 Without limiting Clause 16.1, EIL may at any time deduct from any moneys which are or may be payable to the Contractor (including security), any sums which may be or are payable by EIL pursuant to the Contract. Nothing in this Clause affects the right of EIL

to recover from the Contractor, the whole of the debt or any balance that remains owing after any deduction.

- 16.1.8 If the Contractor fails to pay a Subcontractor on time such sum as is properly due under the agreement between the Contractor and such Subcontractor, then EIL may, on behalf of the Contractor, make the payment direct to the Subcontractor and the amount so paid will be a debt due and payable from the Contractor to EIL.

16.2 Mode of Payment

All payments required to be made by EIL to the Contractor shall be made by wire transfer to an account or accounts to be designated by the Contractor, which is maintained by the Contractor: (a) for payments in Indian currency, with a bank or banks in India; and (b) for payments in foreign currency, with a bank or banks in the country in which the payment is to be received. EIL's liability to make payment shall be deemed to have been discharged when the amount due is deposited in the accounts designated by the Contractor for this purpose and subject to all acts necessary to initiate the relevant wire transfer being completed within the time stipulated for making payment of the amount due, any delay within the international or domestic banking system in the transfer of such amount to the Contractor's account or accounts shall not give rise to a claim that EIL is in breach of its payment obligations under the Contract.

17 QUANTITY OF WORKS

- 17.1 The quantities set out in the Price Schedule are estimated quantities for the execution of the Works and such quantities shall not be taken as the actual and correct quantities required for the execution of the Works. The Contractor shall be paid only for the actual quantities of Works executed by it on the basis of the rates set out in the Price Schedule and in accordance with the Payment Schedule and other relevant provisions of the Contract. This Clause is not applicable if the Contract is a lump-sum price contract.
- 17.2 There shall be no variation in the rates of the items specified in the Price Schedule as a result of any increase in the total Contract Price up to 25% (twenty five percent);
- 17.3 If the increase in the total Contract Price is likely to be more than the limit specified in Clause 17.2 above, the rates for the additional quantities shall be mutually agreed between EIL and the Contractor, duly accounting for savings, if any, that may be available to the Contractor in case of increased quantities.
- 17.4 There shall be no variation in the rates of the items specified in the Price Schedule, unless specifically mentioned elsewhere in the Bidding Document as a result of any decrease in the total Contract Price and the Contractor shall not be entitled for any compensation in this regard.

18 SUSPENSION

- 18.1 The Engineer-in-Charge may at any time by issuing a written order ("**Suspension Order**") to the Contractor (with a copy to EIL) suspend the execution of part or all of the Works including: (a) delivery of Contractor's equipment which is ready for delivery to the Site; or (b) the erection of the plant or part thereof which has been delivered to the Site; or

(c) testing and commissioning of the Works.

18.2 On the issuance of the Suspension Order, the contractor shall:

- (a) Suspend such Works as have been identified in the Suspension Order; and
- (b) Undertake all steps to preserve and protect the Works, plant, goods and materials during the period of any suspension pursuant to the Suspension Order.

18.3 On issuance of the Suspension Order, the Contractor shall within 10 (ten) days undertake all necessary steps (including such steps as instructed by the Engineer-in-Charge) to remedy the circumstances leading to Suspension Order and immediately inform the Engineer-in-Charge on completion of such actions. Within 7 (seven) Working Days of receipt of such intimation from the Contractor, if the Engineer-in-Charge is satisfied that his instructions above have been fulfilled and complied with, issue a letter instructing the Contractor to resume the Works or such part of the Works that are subject of a Suspension Order. If the Engineer-in-Charge is of the view that such instructions have not been complied, the Engineer-in-Charge shall identify by means of further written notice the additional action required to be taken by the Contractor before any instruction to resume can be given.

18.4 Notwithstanding the provisions of Section 18.3 above, and without prejudice to the obligation of the Contractor to remedy the circumstances (and/ or Defect) which led to the passing of the Suspension Order, the Engineer-in-Charge may at any time instruct the Contractor to resume the Works or such part of the Works that are subject of a Suspension Order, in which case the Contractor shall do so as soon as is reasonably practicable and in any event within 5 (five) days of receiving such instructions. The Contractor shall, after notice to the Engineer-in-Charge, and together with the Engineer-in-Charge, examine the Works, plant, goods and materials affected by the Suspension Order. The Contractor shall make good any deterioration or Defect in or loss of/ to the Works, plant, goods and materials, which has occurred during the period of such suspension.

18.5 The Contractor shall under no circumstances be entitled to any extension of the Time for Completion or claim for any monetary compensation where Suspension Order has been issued by the Engineer-in-Charge due to Contractor's delay and/ or default.

18.6 Notwithstanding anything contained in the Contract, the Contractor shall not be entitled to any costs or expenses for preserving the Works during the period of suspension caused due to any Force Majeure event.

19 FORCE MAJEURE

19.1 Neither Party is responsible for any failure to perform its obligations under the Contract, to the extent it is prevented or delayed in performing those obligations by an event of Force Majeure.

19.2 An event of Force Majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected ("**Affected Party**") and which by the exercise of reasonable diligence the Affected Party was unable to be prevented and which

is not caused or contributed by the Affected Party, provided that event or circumstance is limited to the following:

- (a) act of terrorism;
- (b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- (c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio active toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

- 19.3 Where there is an event of Force Majeure, the Affected Party must notify the other Party in writing as soon as possible and in any event within 10(ten) days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure, giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract. The Affected Party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon the performance of its obligations under the Contract and notify the other party of the measures being taken to mitigate the effect(s) of the event of Force Majeure.
- 19.4 Upon completion of the event of Force Majeure, the Affected Party shall, as soon as reasonably practicable, recommence the performance of its obligations under the Contract. Where the Affected Party is the Contractor, the Contractor must provide an amended Works Programme rescheduling the Works to minimise the effects of the prevention or delay caused by the event of Force Majeure.
- 19.5 An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- 19.6 The Contractor has no entitlement and EIL has no liability for:
- (a) any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
 - (b) any delay costs in any way incurred by the Contractor due to an event of Force Majeure.
- 19.7 If an event of Force Majeure occurs and its effect continues for a period of 180 (one

hundred eighty days or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this Clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

- 19.8 In the event that the Parties are unable to agree in good faith about the existence or occurrence of a Force Majeure event, such dispute shall be finally settled in accordance with the dispute resolution mechanism provided herein; provided however that the burden of proof as to the occurrence or existence of such Force Majeure event shall be upon the Party claiming relief on account of such Force Majeure event.

20 REPRESENTATIONS AND WARRANTIES

20.1 General Representations and Warranties

The Contractor makes the following representations and warranties to EIL, each of which shall be deemed to be repeated on each day of the term of the Contract:

- (a) it has power to enter into the Contract and comply with its obligations under it;
- (b) it is not in breach of any Applicable Law or obligation affecting it or its assets in a way which may result in a material adverse effect on the business or financial condition of the Contractor;
- (c) there is no pending or threatened proceeding affecting the Contractor or any of its assets that would affect the validity or enforceability of the Contract, the ability of the Contractor to fulfil its commitments under the Contract in any material respect, or that could result in any material adverse change in the business or financial condition of the Contractor;
- (d) it has the necessary skills and experience to perform the Works in accordance with the Contract;

20.2 Warranties related to Works

Without prejudice to any other warranties expressed elsewhere in the Contract, and despite any inclusion of EIL's documents in the Contract (including in the Specifications) or any Approval given or withheld by EIL under the Contract, the Contractor warrants:

- (a) the Works will be performed with all the skill and care to be expected of appropriately qualified and experienced contractors with experience in performing works and services of a similar size, type, nature and complexity to the Works and in accordance with good industry practices;
- (b) the Works will be performed in accordance with, all the requirements in the Contract and the Specifications, by properly qualified and accredited personnel, for the Contract Price and by the Time for Completion;
- (c) the Works will be fit for their intended purpose as described in, or reasonably inferable from, the Contract;

- (d) the Contractor shall own, and/ or shall have obtained all necessary licenses/ right to use in respect of all patents and other proprietary rights or intellectual property as may be incorporated in the Works, and /or otherwise required for the optimal operation, maintenance and repair thereof, together with a right to irrevocably license the same to EIL/ its nominee for the purposes for the facility and the the optimal operation, maintenance and repair thereof by EIL/ its nominee.
- (e) the Works will comply with all Applicable Laws.

21 INDEMNITY

- 21.1 The Contractor shall indemnify and hold harmless EIL, the Engineer-in-Charge and their respective agents, advisors, representatives, employees and other personnel from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any breach of the provisions of the Contract by the Contractor or any act or omissions of the Contractor, its representative or its employees, agents, subcontractors and/ or Contractor's personnel in the execution of the Works, including any professional services provided by the Contractor.
- 21.2 These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to:
 - (a) Sickness, disease or death of, or injury to any person;
 - (b) Loss of, or damage to, or destruction of any property;
 - (c) Loss, damage or costs arising from the carriage of goods and materials and/or ownership or chartering of marine vessels by the Contractor, or Subcontractor of any tier.

The Contractor shall also indemnify and hold harmless EIL from and against all claims and proceedings on account of infringements of patents rights, design, trademark, etc.

- 21.3 All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to EIL with reference to the actual loss or damage sustained by EIL. The decision of the Engineer-in-Charge as to compensation claimed shall be final and binding.
- 21.4 Notwithstanding anything to the contrary, neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage including, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract
- 21.5 **Contractor's Care of the Works**

The Contractor shall take full risk and responsibility for the care of the Works, or any part thereof, including full risk and responsibility for the care of the Works being constructed/ installed, or stored off-Site for inclusion in the Works, until the date of issue of the Completion Certificate, when risk and responsibility shall pass to EIL.

22 LIMITATION OF LIABILITY

- 22.1 The aggregate total liability of the Contractor to EIL under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:
- (a) In the event of breach of any Applicable Law;
 - (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
 - (c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or
 - (d) In the event of any claim or loss or damage arising out of infringement of intellectual property rights of any third party; or
 - (e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.
- 22.2 Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage including, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.
- 22.3 Notwithstanding anything in the Contract to the contrary, no liabilities owed by the Contractor to EIL that are covered by insurance obtained by the Contractor or EIL shall be deemed to be included in the Contractor's aggregate liability for the purpose of determining the limit of the Contractor's liability under the Contract.

23 TERMINATION

23.1 Termination for Convenience

EIL shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time by giving prior written notice of at least 14 (fourteen) days to the Contractor. Such termination shall be without prejudice to the rights of the Parties that have accrued on or before the date of termination of the Contract.

23.2 Termination Due to Contractor's Default

EIL, at its sole and absolute discretion, upon the occurrence of any of the following events/acts committed by the Contractor (each a “**Contractor's Event of Default**”) by may issue a notice to the Contractor, stating the intention of EIL to terminate the Contract:

- (a) commits a material breach of its obligations under the Contract;

- (b) abandons or repudiates the Contract or suspends the execution of the Works during the subsistence of any Dispute under the Contract;
 - (c) fails to adhere to the Specifications and/or Variations in terms of the Contract;
 - (d) a petition for the winding up of the Contractor has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the Contractor has been made by a Court of competent jurisdiction, except voluntary change in partnership/ constitution of Contractor's organisation (if a partnership/ Company) or liquidation for the purpose of amalgamation or reconstruction subject to EIL's acceptance to continue the Contract with the re-constituted firm/ company;
 - (e) gives any warranty or makes any representation under the Contract which is found to be false or misleading;
 - (f) fails to furnish or renew the Contract Performance Bank Guarantee;
 - (g) commits any default under any Applicable Law.
- 23.3 If the Contractor fails to remedy or rectify the default stated in the notice issued by EIL under Clause 23.2 within 30 (thirty) days of receipt of such notice, EIL shall be entitled to terminate the Contract by issuing a termination notice and expel the Contractor from the Site (but without thereby releasing the Contractor from any of its obligations or liabilities under the Contract, or affecting the rights and powers conferred on EIL under the Contract up to the date of termination).
- 23.4 Notwithstanding anything contained in the foregoing provisions of this Clause, in case of events specified in Clause 23.2 (b) and (d), EIL shall be entitled to forthwith terminate the Contract without giving any prior notice to the Contractor.
- 23.5 Procedure on Termination**
- 23.5.1 Upon termination of the Contract under Clause 23.3, EIL may, at its sole discretion:
- (a) Complete the Works and/or arrange for other entities to do so at the risk and cost and expense of the Contractor. EIL and its entities may then use the access roads, the Contractor's documents and all other facilities made by or on behalf of the Contractor;
 - (b) Call upon the whole or such portion of the Contract Performance Bank Guarantee amount as EIL may consider fit;
 - (c) Recover from the Contractor, the cost of carrying out the balance Works in excess of the sum which the Contractor would have been paid according to the Final Bill, if the Works had been carried out and completed by the Contractor under the terms of the Contract. The amount to be recovered may be deducted by EIL from any amount due to the Contractor under the Contract. Any amount outstanding to EIL under this Clause shall be recovered from the Contractor as a debt due; and/ or

- (d) Enter upon the Site and expel the Contractor. EIL may, to the exclusion of any right of the Contractor, take over and use, without payment to the Contractor, any Contractor's equipment, materials, goods, machinery or other items which are on the Site in connection with the Works for any reasonable period as EIL considers necessary for the performance and completion of the Works.

23.5.2 Upon termination of the Contract under Clause 23.3, the Contractor must either immediately or upon any date as is specified in the notice of termination:

- (a) cease all further work, except for any work EIL may specify in the notice of termination;
- (b) terminate all Subcontracts, except those to be assigned or novated to EIL in accordance with paragraph (d) below;
- (c) deliver to EIL the parts of the Works performed by the Contractor up to the date of termination; and
- (d) to the extent legally, possible assign or novate to EIL all rights, title and benefits of the Contractor to the Works as at the date of termination, and, as may be required by EIL, in any subcontracts between the Contractor and its Subcontractors;

Nothing contained in this Clause or otherwise in the Contract shall constitute EIL as a trustee or bailee for or in respect of any of the Contractor's equipment, surplus materials, machinery or other items or things removed, cleared, demolished or dismantled as mentioned above and EIL shall not be bound by any duty of care in respect thereof.

23.5.3 Notwithstanding anything contained in Clause 23.5.2 above, upon termination of the Contract, EIL may require the Contractor to:

- (a) complete or take to an intermediary stage of completion any item of the Works already commenced by the Contractor; and
- (b) take such steps as are considered necessary by the Engineer-in-Charge for properly protecting and securing the Works already completed by the Contractor.

23.6 Payment on Termination

23.6.1 If the Contract is terminated under Clause 19.7 or 23.1, the Contractor is entitled to be paid:

- (a) the Contract Price attributable to the Works performed as at the date of termination, or in the case of a termination under Clause 19.7, the commencement of the relevant event of Force Majeure; and
- (b) the costs, if any, necessarily incurred in performing the work (if any) specified in the notice of termination issued by EIL under Clause 23.1 or as instructed by EIL pursuant to Clause 23.5.3; and

- (c) if the Contract is terminated in accordance with Clause 23.1, additionally (but without duplication):
 - (i) the costs reasonably incurred by the Contractor in terminating any subcontracts as a result of the termination of the Contract; and
 - (ii) the costs reasonably incurred by the Contractor in the repatriation of the Contractor's and the Subcontractor's employees,

less the aggregate of all previous payments allocated to the Works. Any sums due to EIL from the Contractor accruing prior to the date of termination or the commencement of the relevant event of Force Majeure (as the case may be) will be deducted from the amount to be paid to the Contractor under the Contract. If, as a result of any such deductions, there is a negative amount payable to the Contractor, then the Contractor must pay an amount equal to that negative sum to EIL within 15 (fifteen) days of EIL raising an invoice for that amount.

The Contractor agrees and acknowledges that payment of termination compensation in terms of this Clause 23.6.1 shall be the sole and exclusive liability of EIL and the sole and exclusive remedy of Contractor, with respect to a termination of the Contract under Clause 23.1 or Clause 19.7.

- 23.6.2 If the Contract is terminated under Clause 23.3, EIL will not be bound to make any further payment to the Contractor until the full and final cost of completion of the Works by EIL or other contractors and all damage, loss or expense suffered or incurred by EIL as a result of the termination of the Contract have been ascertained.
- 23.6.3 Upon all cost, damages, loss and/or expenses being ascertained under Clause 23.6.2, the Engineer-in-Charge must issue a certificate stating the total amount of the cost of completing the Works and any damage, loss or expense suffered or incurred by EIL as a result of the termination of the Contract.
- 23.6.4 If the Contract Price attributable to the Works performed as at the date of termination less the aggregate of: (a) all previous payments allocated to the Works which have been paid to the Contractor; and (b) the amount stated in the certificate under Clause 23.6.3,
 - (a) is a positive amount payable to the Contractor, then EIL must pay such amount to the Contractor within 15(fifteen) Days of the issuance of the certificate pursuant to Clause 23.6.3; or
 - (b) is a negative amount payable to the Contractor, then an amount equal to that negative sum will be a debt due and payable to EIL by the Contractor and the Contractor must pay such amount to EIL within 15 (fifteen) days of EIL raising an invoice for that amount.

24 GOVERNING LAW AND JURISDICTION

The Contract shall be governed by and construed in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction over all Disputes arising under or in

connection with the Contract.

25 CLAIMS AND DISPUTE RESOLUTION

25.1 Claims

- 25.1.1 If the Contractor intends to claim any additional payment on the occurrence of any event which entitles the Contractor to claim such additional payment, the Contractor shall give notice to the Engineer-in-Charge as soon as possible and in any event within 10 (ten) days of the Contractor becoming aware of such event.
- 25.1.2 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim. Without admitting EIL's liability, the Engineer-in-Charge may on receipt of a notice pursuant to Clause 25.1.1 above, inspect such records and may instruct the Contractor to produce and maintain further records. The Contractor shall permit the Engineer-in-Charge to inspect all such records and shall (if instructed) submit copies to the Engineer-in-Charge.
- 25.1.3 Within 30 (thirty) days of issuing a notice pursuant to Clause 25.1.1, the Contractor shall send to the Engineer-in-Charge an account, giving detailed particulars of the amount and basis of the claim.
- 25.1.4 Notwithstanding anything to the contrary in this Contract, EIL shall not be liable for any claim arising out of or in connection with the Contract or the execution of the Works, unless the Contractor shall have given notice of such claim within 60 (sixty) days from the date of issuance of the Completion Certificate.
- 25.1.5 The Contractor shall be entitled to additional costs as the Engineer-in-Charge considers due, after taking Approval from EIL. If the particulars supplied are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment for such part of the claim as has been substantiated by the Engineer-in-Charge and agreed to by EIL.

25.2 Dispute Resolution

- 25.2.1 If any dispute and/ or disagreement arises out of or in connection with the validity, application or interpretation of the Contract, or the rights and obligations of the Parties hereunder (the "**Dispute**"), the Parties shall endeavour in good faith to resolve the Dispute through negotiation within 7 (seven) days of a written notice setting out the nature of such Dispute.
- 25.2.2 In the event that any Dispute is unable to be resolved between the Parties pursuant to Clause 25.2.1 within 21 (twenty-one) days of receipt of the notice under Clause 25.2.1, then such Dispute shall be referred to arbitration.
- 25.2.3 The arbitration will be conducted as per the Arbitration and Conciliation Act, 1996 ("**Arbitration Act**"). The arbitral tribunal shall comprise of a sole arbitrator whom shall be appointed by EIL. The place of arbitration for any Disputes and Related Disputes shall be Delhi (save and except where otherwise specified under the contract entered into between the EIL and other third party for the Related Dispute, in which event the place

of arbitration shall be the place of arbitration for such Related Dispute). The language to be used in the arbitral proceedings shall be English. The arbitral award shall be final and binding upon both the Parties.

- 25.2.4 Responsibility of payment for all costs of arbitration, excepting counsel fees, shall be as per the arbitration award.
- 25.2.5 While any Dispute under this Contract is pending; and except where this Contract has been terminated in accordance with the terms of this Contract, the Parties shall continue to perform all of their respective obligations under this Contract without prejudice to the final determination in accordance with the provisions under this Clause 25.
- 25.2.6 Where, in EIL's absolute discretion, it is beneficial for the Completion of the facility for any Dispute between EIL and the Contractor, in respect of which an arbitration notice has been given, to be resolved in the same arbitration proceedings as a dispute between EIL and any other party or parties engaged in relation to the completion of the facility (the “**Related Dispute**”) then:
- (a) if a notice to concur in the appointment of an arbitrator has been served in the Related Dispute, the Contractor hereby agrees that, at EIL's sole option, the Dispute between EIL and the Contractor shall be referred to the arbitrator appointed or to be appointed in respect of the Related Dispute and be determined at the same time as such Related Dispute;
 - (b) where an arbitrator has already been appointed in connection with the Related Dispute, the Contractor hereby agrees that, at EIL's sole option, the Dispute between EIL and the Contractor shall be referred to and be determined by the arbitrator so appointed contemporaneously with the Related Dispute.

25.3 Settlement of dispute between Govt. Dept./ Public Sector Undertaking

- 25.3.1 If the Contractor is a public sector undertaking or a public sector enterprise or is a department of any government in India, any disputes or differences between the Contractor and EIL hereto arising out of any notified claim of the Contractor in terms hereof and/or arising out of any amount claimed by EIL (whether or not the amount claimed by EIL or any part thereof shall have been deducted from the Final Bill of the Contractor or any amount paid by EIL to the Contractor in respect of the work), then in suppression of the provisions of clause 25.2 of the General Conditions of Contract, the following provisions shall apply, namely: such disputes or differences shall be resolved amicably by mutual consultation or through the good offices or empowered agencies of the Government. If such resolution is not possible, then the unresolved disputes or differences shall be referred to arbitration of an arbitrator to be nominated by the Secretary, Department of legal affairs (Law Secretary) in terms of the Office Memorandum No. **DPE/4(10)/2001-PMA-GL-I dated 22nd January, 2004** issued by the Cabinet Secretariat (Department of Cabinet Affairs) as modified from time to time. The Arbitration Act shall not be applicable to the arbitrator under this clause. The award of the arbitrator shall be binding upon parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary Government of India whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as

intimated by the arbitrator.

- 25.3.2 Notwithstanding the existence of any Dispute or arbitration or other dispute resolution proceedings in terms hereof or otherwise, the Contractor shall continue and be bound to continue and perform the Works to Completion in all respects according to the Contract (unless the Contract or Works be determined by EIL) and the Contractor shall remain liable and bound in all respects under the Contract.

26 MISCELLANEOUS

26.1 Assignment

The Contractor shall not assign, novate or charge the whole or any part of the Contract or create any encumbrance over the Works and/ or the facility, without the prior written consent of EIL. In the event of an assignment or novation by the Contractor, any stamp duty and all costs and expenses payable in respect of such documents, required to be signed by EIL, shall be to the account of the Contractor. EIL shall be entitled to assign and/or transfer its rights and obligations under the Contract to any party, without requirement of any further consent of the Contractor.

26.2 Severability

If any provision of the Contract is determined to be invalid, illegal or unenforceable under Applicable Laws, all other provisions of the Contract shall continue in full force and effect, unless such invalidity or unenforceability adversely affects the underlying intent of the Contract or unless the invalid or unenforceable provision comprises an integral part of, or is inseparable from the remainder of the Contract. In such circumstances the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, illegal or unenforceable provisions, as nearly as is practicable. Provided that a failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

26.3 Entire Agreement

The Contract contains all covenants stipulations and provisions agreed by the Parties, and constitutes the entire Contract between the Parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the Parties and may not be changed, modified, or amended except in writing and signed by the Parties hereto.

26.4 Abnormally High Rates (AHR items)

In the item rate, contract where the quoted rates for the items exceed 50% (fifty percent) of the EIL's estimated rates, such items will be considered as Abnormally High Rates Items (AHR) and payment of AHR items beyond the contracted quantities shall be made at the lower of the following rates:

- (a) Rates as per the Schedule of Rates, quoted by the Contractor.
- (b) Rate of the item, derived as follows:

- (i) Based on rates of machine and labour as available from the Contract (which includes Contractor's supervision, profit, overheads and other expenses).
- (ii) In case rates are not available in the Contract, rates will be calculated based on prevailing market rates of machine/equipments, material and labour plus 15% (fifteen percent) to cover Contractor's supervision profit, overhead & other expenses.

26.5 Corrupt and Fraudulent Practices

26.5.1 Bidders are required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/ fake/ forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of earnest money deposit.

26.5.2 EIL requires that the Contractor observes the highest standard of ethics during the execution of Contract. In pursuance of this policy, EIL defines, for the purposes of this provision, the terms set forth below as follows:

- (a) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
- (b) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of EIL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels, and/ or to otherwise deprive EIL of the benefits of free and open competition.
- (c) "False/Fake" means to make or construct falsely. "Faked alibi" is a made, manufactured, or false alibi, something that is not what it purports to be; counterfeit, an imposter.
- (d) "Forgery" means the false making or the material altering of a document with the intent to defraud. A signature of a person that is made without the person's consent and without the person otherwise authorizing it would constitute a forgery. A person is guilty of forgery if, with the purpose to defraud or injure anyone or with knowledge that he is facilitating a fraud or injury to be perpetrated by anyone, the actor (i) alters any writing of another without his authority (ii) makes, completes, authenticates, executes, issues or transfers any writing, so that it purports to be the act of another who did not authorize that act or to have been executed at a time or place or in a numbered sequence other than was in fact the case, or to, be a copy of an original when no such original exists. Uttering of any writing which he knows to be false in a manner specified in (i) & (ii) above would also constitute forgery .

26.5.3 EIL may terminate the Contract if it discovers subsequently that the Contractor had engaged in Corrupt Practices, or Fraudulent Practices in competing for the Contract.

26.5.4 The Contractor is required to execute the "Integrity Pact" attached in the Bid Document as a condition precedent to execution of the Contract.

26.5.5 In case, the information/ document furnished by the Contractor forming basis of

evaluation of its Bid is found to be False / Fake/ Forged after the award of the Contract, EIL shall have the right to terminate the Contract and get the remaining Works executed by a third party at the risk & cost of the Contractor and without any prejudice to other rights available to EIL under the Contract such as forfeiture of the Contract Performance Bank Guarantee, withholding of payment etc.

26.5.6 In case, this issue of submission of False/Fake documents comes to the notice after execution of the Works, EIL shall have full right to forfeit any amount due to the Contractor along with forfeiture of the Contract Performance Bank Guarantee furnished by the Contractor.

26.5.7 Further, any Contractor which is found guilty of any Corrupt or Fraudulent Practice or submission of False/Fake /Forged documents, shall be put on the negative/ holiday list of EIL debarring them from future business with EIL.

26.6 Liability of Government of India

(a) It is expressly understood that Government of India is not a party to this Contract and has no liability, obligations or rights hereunder. It is expressly understood that EIL is an independent legal entity with power and authority to enter into the Contract solely on its behalf under the Applicable Laws and general principles of contract law.

(b) The Contractor expressly agrees and acknowledges and understands that EIL is not an agent, representative or delegatee of Government of India.

26.7 Survival

The termination of the Contract shall not relieve the Contractor or EIL of any obligations hereunder which expressly or by implication survives termination. Further, except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, the termination of the Contract shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omission of such Party prior to the effectiveness of such termination or arising out of such termination.

26.8 Amendment

Any amendment, variation and / or modification to the Contract will be effective only if such amendment is made in writing and has been executed by each of the Parties.

APPENDIX I:
FORM OF CONTRACT PERFORMANCE BANK GUARANTEE

[ON APPROPRIATE STAMP PAPER]

Beneficiary: Engineers India Limited

Bank Guarantee No. [.....●]

THIS DEED OF GUARANTEE is executed on this [.....insert day] day of [.....insert month and year] at [.....insert place] by [.....**INSERT NAME OF BANK**] having its head/registered office at [.....insert address], (hereinafter referred to as the "**Guarantor**", which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

IN FAVOUR OF:

ENGINEERS INDIA LIMITED, a public limited company incorporated under the Indian Companies Act, 1956, having its registered office at [.....], (hereinafter referred to as the "**EIL**", which expression shall unless it is repugnant to the subject or context thereof include successors and assigns).

WHEREAS

- A. EIL has entered into a Engineering, Procurement and Construction Contract dated [.....] (the "**Contract**") with [.....insert name of **Contractor**], a company incorporated under the Indian Companies Act, 1956 and having its registered office at [.....] (the "**Contractor**", which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns), for the Project.
- B. In terms of the Contract, the Contractor is required to furnish to EIL, an unconditional, irrevocable, on demand bank guarantee for an amount equal to 10% of the Contract Price as security for due and punctual performance/discharge of the Contractor's obligations under the Contract for the Contract Validity Period (*as defined hereunder*).
- C. At the request of EIL and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance/discharge by the Contractor of its obligations under the Contract during the Contract Validity Period (*as defined hereunder*).

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meaning ascribed to them in the Contract.
2. The Guarantor hereby irrevocably and unconditionally guarantees and secures (as primary obligor and not merely as guarantor) to EIL the payment in full of all amounts at any time

that may be due, owing or payable to EIL from the Contractor for the failure of the Contractor to duly and punctually perform all of its obligations under the Contract (the "**Guarantee**"), without any demur, reservation, protest or recourse, immediately on receipt of a demand from EIL.

The Guarantee is given in consideration for consideration received from the Contractor (the receipt and sufficiency of which is hereby acknowledged).

The Guarantor agrees that the value of the Guarantee shall at all times be maintained at the amount of Rs. [.....insert amount] (the "**Guaranteed Amount**").

The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by EIL against the Guarantor. Upon a payment being made under this Guarantee, the amount of the Guarantee shall automatically be replenished to the full Guaranteed Amount.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that EIL receives the full amount due hereunder as if no such withholding had occurred.

3. The Guarantor shall, pay to EIL sums not exceeding the Guaranteed Amount, within 5 (five) Days of receipt of a written demand from EIL stating that the Contractor has failed to meet its performance obligations under the Contract. The Guarantor shall not be required to go into the veracity of any breach or failure on the part of the Contractor or validity of demand so made by EIL and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Contractor or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
4. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, reorganization, dissolution or liquidation of the Contractor or any change in ownership of the Contractor or any purported assignment by the Contractor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety.

Further, this Guarantee is in no way conditional upon any requirement that EIL first attempt to procure the Guaranteed Amount from the Contractor, or any other Person, or resort to any other means of obtaining payment of the Guaranteed Amount, prior to make any recourse to this Guarantee.

5. In order to give effect to this Guarantee, EIL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Guarantor from any of the Guaranteed Amount or prejudice or

diminish the Guaranteed Amount in whole or in part, including (whether or not known to it, or EIL):

- (a) any time or waiver granted to, or composition with, the Contractor or any other Person;
 - (b) any incapacity or lack of powers, change in legal personality of, or dissolutions, or insolvency, or bankruptcy, or change in the status of the Contractor or any other person;
 - (c) any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of any person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity;
 - (e) the partial or entire release of any Guarantor or other person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Contractor's obligations during the Construction Period; or by any extension, waiver, or amendment whatsoever which may release a guarantor or Guarantor (other than performance or indefeasible payment of a Guaranteed Amount); or
 - (f) any part performance of the Contract by the Contractor or by any failure by EIL to timely pay or perform any of its obligations under the Contract.
6. If, and to the extent that, for any reason the Contractor enters or threatens to enter into any proceedings in bankruptcy or reorganization or otherwise, or if, for any other reason whatsoever, the performance or payment by the Contractor of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to EIL on demand.
7. So long as any sum remains owing by the Contractor to EIL, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Contractor (whether in respect of its liability under this Guarantee or otherwise) or claim in the insolvency or liquidation of the Contractor or any such other person in competition with EIL. If the Guarantor receives any payment or benefit in breach of this Clause 7, it shall hold the same upon trust for EIL.
8. This Guarantee shall remain in full force and effect from the date hereof until the end of the “**Contract Validity Period**” i.e., up to midnight of {..... *insert date*} plus additional 90 days to enable claims to be made i.e., up to midnight of {..... *insert date*}, unless discharged/ released earlier by EIL in accordance with the provisions of the Contract. No claim made after such date shall be valid against the Guarantor.

Notwithstanding the foregoing, this Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from EIL (such notice to be issued promptly upon such occurrence).

9. The Guarantor represents and warrants to EIL that:
- (a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorize the execution, delivery and performance by it of this Guarantee;
 - (b) the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;
 - (c) neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any law, statute, rule or regulations or any order, writ, injunction or decree of any court or governmental instrumentality; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party of by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents; and
 - (d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or EIL, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee.
10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of EIL in exercising any right, power or privilege hereunder and no course of dealing between EIL and the Guarantor, or the Contractor, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
11. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which EIL would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of EIL to any other or further action in any circumstances without notice or demand.

12. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with EIL to replace the invalid, illegal or unenforceable provision.
13. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make the purposes of this Guarantee fully effective
14. This Guarantee may be executed in one or more duplicate counterparts and shall, when executed and delivered by the Guarantor and EIL, constitute a single binding agreement.
15. Any notice, request or other communication to be given or made under this Guarantee shall be in writing addressed to the Guarantor at the location set opposite its signature hereto and in the manner as set out in respect of notices under the Contract.
16. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this Guarantee may be brought in the courts in Delhi.
17. EIL may assign or transfer all or any part of its interest herein to any other person with prior notice to the Guarantor. The Guarantor may not assign or transfer any of its rights or obligations under this Guarantee.

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by [.....insert name of Bank] Bank by
hand

Name:

Designation:

APPENDIX II:
INDEMNITY BOND

(TO BE NOTORISED AND ON STAMP PAPER OF APPROPRIATE VALUE)

To

Engineers India Limited
(Address as applicable)

Dear Sirs,

WHEREAS EIL and
(hereinafter called "**the Indemnified**" which expression shall include its successors and assigns)
has awarded to M/s..... a Partnership Firm/ Sole Proprietor
Business/ a company having its Registered Office at
(hereinafter called "**the Indemnifier**", which expression shall include its successors and assigns)
a contract for conditions set out, inter-alia, in "the Indemnified" Purchase Order No.
..... dated..... (hereinafter referred to as "**the said Contract**") to
"**the Indemnifier**".

AND WHEREAS the Indemnified has agreed to supply to the Indemnifier raw material/
components to the value of INR..... (Rupees.....
only) for incorporation in fabrication by the Indemnifier in terms of the said Contract, the
components/ raw material to be supplied by the Indemnified to the Indemnifier for the said
fabrication, (hereinafter, or the sake of brevity, referred to as "**the said material**") and pending
fabrication and delivery at job-site of the completed fabricated work(s) incorporating the said
material and accounting for the said material shall be under the sole custody and charge of the
Indemnifier and shall be kept, stored, altered, worked upon and/ or fabricated at the sole risk and
expenses of the Indemnifier.

As a pre-condition to the supply of the said material by the Indemnified to the Indemnifier, the
Indemnified has required the Indemnifier to furnish to the Indemnified security in the manner and
upon terms and conditions hereinafter indicated:

NOW THEREFORE, in consideration of the premises aforesaid the Indemnifier
Shri....., Shri..... all Directors/ Partners/
Sole proprietor of the Indemnifier, in consideration of the said Contract hereby on behalf of the
Indemnifier, irrevocably and unconditionally and jointly and severally undertake to indemnify and
always keep indemnified the Indemnified from and against all loss, damage and destruction
(inclusive but not limited to any or all loss or damage or destruction to or of the said material or
any item or part thereof) by theft, fire, flood, storm, tempest, lightning, explosion, storage,
chemical or physical action or reaction, bending, wrapping, exposure, rusting, faulty
workmanship, faulty fabrication or faulty method of technique of fabrication, riot, civil
commotion or other act, or, omission or commission whatsoever within or beyond the control of
the Indemnifier, misuse and misappropriation by the Indemnifier's servants and/or agents and/ or
representatives whatsoever to, of or in the said material or any part or item thereof between the
date that the same or relative part or item thereof was supplied to the Indemnifier up to and until
the return to the Indemnified on due dates of the said material or relative part or item thereof or
completed fabricated work(s) incorporating the said material AND jointly and severally undertake

to pay to the Indemnified forthwith on first demand in writing, without protest or demur, the value of the said material or item part thereof lost, damaged, destroyed, misused and/or misappropriated, as the case may be, inclusive of the Indemnified's cost and expenses (including but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs and/or expenses) as specified in the said demand (the "**Indemnity**").

AND the Indemnifier hereby agrees with the Indemnified that:

1. This Indemnity shall remain valid and irrevocable until the settlement of all claims of "the Indemnified" arising hereunder.
2. This Indemnity shall be in addition to any other indemnity, guarantee or security whatsoever that "the Indemnified" may now or any time anywise have in relation to "the Indemnifier's obligations/ liabilities under and/ or in connection with the said contract inclusive of the said material and the Indemnified shall have full authority to take recourse to or enforce this security in preference to the other security (ies) at its sole discretion, and no failure on the part of the Indemnified in enforcing or requiring enforcement of any other security shall have the effect of releasing the Indemnifier from its full liability hereunder.
3. The Indemnified shall be at liberty, without reference to the Indemnifier and without affecting the full liability of the Indemnifier hereunder, to take any other such security in respect of the Indemnifier's obligations and/or liabilities under or in connection with the said contract inclusive of the said material and to vary the terms vis-a-vis the Indemnifier of the said contract or to grant time and/or indulgence to the Indemnifier or to reduce or to increase or otherwise vary the prices or the Contract Price or the quantity, quality, description or value of the said material or to release or to forbear from endorsement of all or any of the obligations of the Indemnifier under the said contract (inclusive of anything in respect of the said material) and/or to enforce the remedies of "the Indemnified" under any other security (ies) now or hereinafter held by "the Indemnified" and no such dealing(s), variations(s), reduction(s), increase (s) or other indulgence (s) or arrangement(s) with "the Indemnifier" shall release "the Indemnifier" from their full liability to "the Indemnified" hereunder or of anywise prejudicing rights of "the Indemnified" against "the Indemnifier" and "the Indemnifier" hereby waive all rights, if any, at any time, inconsistent with the terms of this Indemnity.
4. This Indemnity shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or bankruptcy or insolvency of the Indemnifier and the obligations of the Indemnifier in terms hereof shall not be anywise affected or suspended by reason of any Dispute or Disputes having been raised by the Indemnifier (whether now pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Indemnifier or any other order or communication whatsoever by the Indemnifier stopping or preventing or purporting to stop or prevent any payment by the Indemnifier to the Indemnified in terms hereof.
5. The mere statement made by or on behalf of the Indemnified in any notice or demand or other writing addressed to the Indemnifier as to any of the said material or item or part thereof supplied to the Indemnifier having been lost, damaged, destroyed, misused or misappropriated while in the custody of the Indemnifier before or after completion of the completed fabricated work(s) incorporating the said material and delivery at the job site

thereof shall, as between the Indemnifier and the Indemnified, be conclusive of the factum of the said material or item or part thereof having been supplied to the Indemnifier and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the Indemnifier and/or prior to the Completion of the completed fabricated Work(s) and delivery to job site thereof without necessity on the part of the Indemnified to produce any documentary proof or other evidence whatsoever in support of this.

6. The amount stated in any notice of demand addressed by the Indemnified to the Indemnifier as the value of any of the said material, lost, damaged, destroyed or misused or misappropriated, including the cost and expenses incurred by the Indemnified in connection therewith shall, as between the Indemnifier and the Indemnified, be conclusive of the value of such said material and the said costs and expenses as also of the amount liable to be paid by the Indemnifier to the Indemnified in terms and for the purpose of, without necessity for the Indemnified to produce any voucher, bill or other documentation or evidence whatsoever in support thereof.

In witness whereof the Indemnifier has/ have hereunto set and subscribed his hand this day and year first hereinabove written in the presence of witnesses.

Yours faithfully,

1.

2.

3.



WITNESSES:

1.

Name:

Address:

2.

Name:

Address:

APPENDIX III:
PROFORMA OF BANK GUARANTEE
EARNEST MONEY DEPOSIT / BID SECURITY

(To be submitted on non-judicial stamp paper of appropriate value to be purchased in the name of the issuing Bank)

To
M/s Engineers India Ltd.
Engineers India Bhavan,
1, Bhikaiji Cama Place,
R.K.Puram, New Delhi - 110066

BG No. : _____

Date of Issue : _____

Date of Expiry : _____
(5 Months as per provision)

Date of Claim : _____

Bank Name : _____

Dear Sirs,

1. In consideration of Engineers India Limited established under the Company's Act, 1956 having its registered office at 1, Bhikaiji Cama Place, New Delhi-110 066, India (hereinafter referred to as the "**Company**") which expression shall unless repugnant to the context or meaning thereof, include all its Successors, Administrators, Executors and permitted Assignees), has floated/issued a Tender/ Bidding Document for

(Name of work) _____ [Bidding Document No.: _____]
through press notification/ on limited basis, (hereinafter referred to as the "**Tender**" which expression shall include all the amendments thereto) and M/s _____ (Name of Bidder) having its Head/Registered Office at _____

(herein after referred to as the "**Bidder**" which expression unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and permitted assignees) have submitted a Bid in response to the Tender enquiry and the Bidder having agreed to furnish as a condition precedent for participation in the said Tender an unconditional and irrevocable Bank Guarantee [hereinafter shall be referred to as this "**Guarantee**"] of value _____ [in fig. as per currency indicated in Notice/Letter Inviting Bid] [in words _____] for the due performance of the Bidder's obligations as contained in the Instructions to Bidder [ITB] and other terms and conditions contained in the Tender document supplied by the Company which amount is liable to be forfeited on the happening of any of the contingencies mentioned in the said Tender document.

2. We _____ (Name of Bank)

established /registered under the laws of _____ (Name of the Country and Act/Laws) having its registered office at _____ (hereinafter referred to as the “**Bank**” which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee on behalf of the Bidder and undertake to pay immediately on demand signed by the Company’s duly authorized officer, to the Company any money or all money up to the extent of the value of this Guarantee, at the time but in any case not exceeding _____ (in Fig. with Currency) _____ (in words with Currency) in aggregate at any time without any demur, reservation, recourse, contest and/or without any reference to the Bidder. Any such demand made by the Company on the Bank shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3. The Bank confirms that this Guarantee has been issued in accordance with the appropriate laws in India [the country of issue]¹.
4. The Bank also agrees that this Guarantee herein contained shall be irrevocable and shall continue to be enforceable in accordance with the Indian Laws and subject to exclusive jurisdiction of Indian Courts as per the conditions stipulated in Tender Document.
5. The Bank also agrees that the Company at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Bidder and without any reference to the Bidder and notwithstanding any security or other Guarantee that the Company may have in relation to the Bidder’s liabilities.
6. The Bank further agrees that this Guarantee herein contained shall remain in full force up to and including two months after the expiry of the Period of Bid validity i.e. upto _____ [02 Months beyond the bid validity] that is taken as the obligation of the Bidder as per Tender document and it shall continue to be enforceable until all the dues of the Company, if any, under or by virtue of this Guarantee have been fully paid and its claim satisfied or discharged.
7. The Bank further agrees that this Guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the Bidder during the period this Guarantee is in force, but shall be in all respects and for all purposes be binding and operative until payment of all money due to the Company in respect of such liability or liabilities is paid or no claim is lodged by the Company to the Bank within the claim period after the Guarantee expires.
8. The Bank further agrees that this Guarantee shall not be affected by any change in the Bank’s Constitution. The Bank also undertakes not to revoke this Guarantee during its currency.
9. The Bank further agrees that to fulfill the Bidder’s liability during the bidding process, and if requested by the Bidder in writing, the Bank shall issue an amendment to this Guarantee, as and when required, incorporating the extended date of validity and/or other amendment.
10. Notwithstanding anything contained herein above:

¹ Note: Please confirm if this is to be India, or any other country would be acceptable.

- a. The Bank's liability under this Guarantee is limited to - _____ (in Fig with currency) _____ (in words with currency) in aggregate;
- b. This Guarantee shall remain in full force up to and including 60 (sixty) days after the expiry of the Period of Bid validity i.e. up to _____ [Date] and any extension(s) thereof on written instruction from the Bidder on whose behalf this Guarantee has been given, in which case it shall remain in full force up to and including 60 (Sixty) days after the extended date; and
- c. The Bank shall be released and discharged from all its liabilities and obligations under this Guarantee unless a written claim or demand is issued to the Bank on or before _____ [Date] or within the 60 (Sixty) days of the date of expiry of the extended date and the Company's right under this Guarantee will cease.
11. The Bank further agrees that all claims under this Guarantee are payable to the Company in favour of the above said account number at New Delhi
12. The Bank has the power to issue this Guarantee under its Memorandum and Articles of Association and the undersigned is authorized to sign this Guarantee on behalf of the Bank and to bind the Bank thereby.

IN WITNESS whereof, the Bank _____ has executed this Guarantee at _____ (Place) on _____ (Date)

Signed and Sealed by Constituted Attorney
(Signature of a person authorized to sign on behalf of the Bank)

Name:
Designation:
Bank Name:

In presence of witness:

1. Signature _____
Name & Designation:

2. Signature _____
Name & Designation:

[Note: The Bank shall issue the confirmation letter of providing this Guarantee on behalf of the Contractor directly to the beneficiary at the above mentioned address]

APPENDIX IV:
PROFORMA OF CONTRACT AGREEMENT

This Contract Agreement (“**Contract Agreement**”) for the work OF _____
DATED _____ 20____ (Two Thousand____) (“**Effective Date**”) between M/s _____ under the Indian Companies Act, and having its registered office at _____ in the town of _____ (hereinafter referred to as the “**Contractor**” which expression shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) as one part and Engineers India Limited, (hereinafter referred to as “**EIL**” which term shall, unless excluded or repugnant to the subject or context including its successors and assignees) as other part.

(EIL and Contractor, are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”)

WHEREAS:

- A. EIL being desirous of having provided and executed certain works mentioned, enumerated or referred to in the Bidding Document No. _____ dated _____ (the “**Bidding Document**”, which expression shall include all amendments and/ or modifications thereto) to undertake certain works and services as specified under Bidding Document (the “**Works**”).
- B. The Contractor has inspected the site and surroundings of the works specified in the Bid Documents and has satisfied himself by careful examination, before submitting his tender, as to the nature of the surface strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation it may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the Contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his Bid.
- C. The Contractor submitted the highest evaluated bid, for the provision and the execution of the said Work, at the rates stated in the Schedule of Quantities of Works and finally approved by EIL (hereinafter called the “**Price Schedule**”) upon the terms and subject to the conditions of Contract, and was selected by EIL as the selected Bidder vide the Letter of Award/ Fax of Acceptance dated _____.
- D. EIL is desirous of granting to the Contractor, and the Contractor is desirous of undertaking for EIL, the Works, on the on the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be

legally bound, hereby agree as follows:

1. In consideration of the payment of the Contract Price, of _____ [*insert amount in figures and numbers*], the Contractor hereby covenants with EIL that the Contractor shall duly provide, execute and complete the Works and shall do and perform all other acts and things in the Contract mentioned or described or which are to be implied therein or may be reasonably necessary for the completion of the said Works, and at the said times and in the manner and subject to the terms, conditions and stipulations mentioned in the Contract.
2. In consideration of the due provision, execution and completion of the said works, EIL does hereby agree with the Contractor that EIL will pay to the Contractor the respective amounts for the Work actually done by it and approved by EIL at the Schedule of Rates and such other sum payable to the Contractor under the provisions of the Contract; such payment to be made at such time and in such manner as provided for in the Contract.
3. In consideration of the due provision, execution and completion of the said works, the Contractor does hereby agree to pay such sums as may be due to EIL for the service rendered by EIL to the Contractor, such as power supply, water supply and others as set forth in the said contract and such other sums as may become payable to EIL towards the controlled items of consumables materials or towards loss, damage to the equipment, materials, construction plant and machinery of EIL; such payments to be made at such time and in such manner as is provided in the Contract. It is specifically and distinctly understood and agreed between EIL and the Contractor, that the Contractor shall have no right, title or interest in the site made available by EIL for execution of the works or in the building structures or works executed on the said site by the Contractor or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the Contractor) and the Contractor shall not have or deemed to have any lien whatsoever or any charge for unpaid bills nor will be entitled to assume or retain possession or control of the site or structures and EIL shall have an absolute and unfettered right to take full possession of the site and to remove the Contractor, his servants, agents and materials belonging to the Contractor and lying on the site.

The Contractor shall be allowed to enter upon the site for execution of the works only as a licensee simplicitor and shall not have any claim, right, title or interest in the site or the structure erected thereon and EIL shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock, etc. dug up or excavated from the site shall, unless otherwise expressly agreed under this contract, exclusively belong to the EIL and the Contractor shall have no right to claim over the same and such excavations and materials should be disposed of on account of EIL according to the instructions in writing issued from time to time by the Engineer-in-Charge.

4. Each of the Parties agrees and undertakes to perform their respective obligations, and give effect to the rights and entitlements of the other Party, in the manner and subject to the terms, conditions and stipulations mentioned in the Agreement, and to otherwise comply with the terms of the Agreement.
5. The Parties agree and acknowledge that this Contract shall be effective on and from the date of issuance of the Letter of Award/ Fax of Acceptance, i.e. on and from _____

6. All the terms and conditions of the letter of acceptance and its enclosures including bidding document and addendum(s) (if any) thereto shall be applicable and binding on the Parties to this Contract Agreement.
7. Capitalised terms utilised herein but not defined shall, unless repugnant to the context thereof, have the meaning ascribed thereto in the Contract.

IN WITNESS whereof the parties have executed these presents in duplicate the day and the year first above written.

SIGNED AND DELIVERED FOR
AND ON BEHALF OF
*CONTRACTOR

SIGNED AND DELIVERED FOR AND ON
BEHALF OF ENGINEERS INDIA LTD.

DATE : _____

DATE : _____

PLACE : _____

PLACE : _____

In the presence of :

1. Name: _____

1. Name: _____

2. Address: _____

2. Address: _____

(Witness)

(Witness)

* In the case of partnership to be signed by all partners or by one partner holding a General Power of Attorney.

SPECIAL CONDITIONS OF CONTRACT

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1.0 **GENERAL**

- 1.1 Owner shall mean Engineers India Limited, having its registered office at 1, Bhikaiji Cama Place, R.K. Puram, Ring Road, New Delhi-110 066. The term EIL includes the successors & assigns of Engineers India Limited.
- 1.2 Contractor or Agency means the person, firm or corporation to whom the contract is awarded. The term Contractor includes its successors and assigns. EIL is the Owner & Engineer-in-Charge for the project.
- 1.3 Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract, scope of work and any other documents forming part of this Contract wherever the context so requires.
- 1.4 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.5 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.6 Wherever it is stated in this Bidding Document that a supply is to be made or services is to be carried out, it shall be understood that the same shall be made/ carried out by the Contractor at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract Price shall be deemed to have included such cost.
- 1.7 The Articles contained in Instructions to Bidder shall supplement to the Special Conditions of Contract, General Conditions of Contract. Where any portion of Special Conditions of Contract and General Conditions of Contract is repugnant or at variance with any provisions of Instructions to Bidder then in that case Instructions to Bidder shall be deemed to over-ride the provision(s) of Special Conditions of Contract, and General Conditions of Contract only to the extent that such repugnancies of variations in Instructions to Bidder are not possible of being reconciled with the provisions of Special Conditions of Contract, General Conditions of Contract. Clause 2.1 of General Conditions of Contract stands modified accordingly.
- 1.8 It will be the Contractor's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents, before starting the work (s) or making the supply with reference, which the conflict exists.

2.0 **SCOPE OF SERVICES**

- 2.1 Scope of services shall be as specified in Technical Section of the Bidding Document.

3.0 **SUPPLY OF WATER, POWER & OTHER UTILITIES**

- 3.1 Cl. No. 7.10 of General Conditions of Contract is modified to the following extent :
"Land, Water & Power shall be provided to the Contractor by EIL free of cost."

4.0 **CONTRACT PERIOD/ TIME PERIOD FOR COMPLETION**

The contract period for the work shall be as detailed in Letter Inviting Bid / Invitation for bids.

5.0 **TAXES, DUTIES AND LEVIES**

Provisions mentioned in the General Conditions of Contract (GCC) shall stand modified to the following extent:

- 5.1 "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services

Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

- 5.2 The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable) in accordance with Schedule of Rates.
- 5.3 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by EIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, EIL / Client shall not be liable to make any payment on account of GST against such invoice.
- 5.4 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, EIL shall withhold the payment of GST.
- 5.5 GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by EIL.
- 5.6 Where EIL has the obligation to discharge GST liability under reverse charge mechanism and EIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to EIL or ITC with respect to such payments is not available to EIL for any reason which is not attributable to EIL, then EIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by EIL to Contractor / Supplier.
- 5.7 The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to EIL / Project Owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse EIL / Project Owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.
- 5.8 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to EIL / Client for reasons attributable to Contractor / Vendor, EIL / client shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, EIL / client shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on EIL / Project Owner.
- 5.9 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 5.10 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/ concessions available under tax laws.
- 5.11 No variation on account of taxes and duties, statutory or otherwise, shall be payable by EIL to contractor/vendor except for GST. Any statutory variation for GST shall be payable up to contractual date of completion against documentary evidence. In case, input tax credit of

GST is available to EIL beyond Contractual completion date, the same may be reimbursed by EIL. Any reduction in taxes and duties included in the price shall be passed on to EIL.

- 5.12 Any new taxes, duties, cess, levies notified or imposed after the submission of last /final price bid but before the contractual date of completion of work shall be to EIL Account.
- 5.13 The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 5.14 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in Annexure – II of Instruction to Bidders, i.e., Commercial Questionnaire against sl. no.14.
- 5.15 EIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where EIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

6.0 **INCOME TAX & CORPORATE TAX**

- 6.1 Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.
- 6.2 Corporate Tax Liability if any shall be to Contractor's account.

7.0 **FIRM PRICE**

- 7.1 The contracted prices shall be firm and fixed except as per the provisions stated in the Bidding document till the completion of the works in all respects and no escalation in prices on any other account shall be admissible to the Contractor.

8.0 **MOBILISATION ADVANCE**

No Mobilization Advance shall be payable to the Contractor for the subject contract

9.0 **STATUTORY APPROVALS**

- 9.1 Obtaining statutory approvals, required as defined in Contractor's scope under Technical Scope of Work, shall be the responsibility of the Contractor.
- 9.2 Statutory fee paid, if any, for all such inspections and approvals by authorities shall be deemed to be included in the quoted prices, if not specified otherwise.
- 9.3 Any change / addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor free of charge.

10.0 **INSPECTION**

- 10.1 The work/ services is subject to inspection at all times by the Engineer-in-Charge. The contractor shall carry out all instructions given during inspection and shall ensure that the work/services is being carried out according to the technical specifications/ scope of work of this bidding document. Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.
- 10.2 After completion the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work attributable to Contractor, the Contractor at his own cost shall attend these, as and when the owner brings them to his notice. The Owner shall have the right to have these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately.

11.0 **TERMS OF PAYMENT**

Payment Terms shall be as per Clause No. 13.0 of scope of work mentioned in Technical Section of the Bidding Document.

Payment shall be made through Electronic Payment Mechanism directly through Bank. The Bank Mandate Form must be submitted duly filled in along with Bank Certificate to facilitate payment

12.0 **ROUNDING OFF**

- 12.1 All payments to and recoveries from the bill of Contractor shall be rounded off to the nearest Rupee. Wherever the amount to be paid/ recovered consists of a fraction of a Rupee (Paise), the amount shall be rounded off to the next higher rupee if the fraction consists of 50 (fifty) paise or more and if the fraction of a Rupee is less than 50 (fifty) paise, the same shall be ignored.

13.0 **QUALITY ASSURANCE/ QUALITY CONTROL**

- 13.1 Works shall be executed by the Contractor, in the manner set out in the Contract. Where the manner of the execution is not set out in the Contract, the Works shall be executed in a proper, workman like and careful manner, with properly equipped facilities and non-hazardous materials, and in accordance with recognized and internationally accepted industrial standards and Good Industry Practice. The successful execution of the Works is the sole responsibility of the Contractor. In case contractor fails to follow the instructions of Engineer in charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer in charge.

14.0 **HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT**

- 14.1 The Contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system.

The Contractor shall, throughout the execution of the Works:

Take full responsibility for the adequacy, stability, safety and security of the Works, goods, materials, Contractor's equipment, Temporary Works, operations on the Site and methods of installation, construction and transportation thereof;

Have full regard for the safety of all persons on or in the vicinity of the Site (including persons to whom access to the Site has been allowed by the Contractor or EIL), comply with the Applicable Laws, all relevant safety regulations, standards and codes, including provision of safety gear. Insofar as the Contractor is in occupation or otherwise is using areas of the Site, the Contractor shall keep the Site and the Works (so far as the same are not completed and occupied by EIL) in an orderly state appropriate for the avoidance of injury or accident to all persons on and in the vicinity of the Site and shall keep EIL indemnified against all costs, charges, losses and damages that may be suffered by EIL in any manner whatsoever, as a result of any injury or accident to any person on or in the vicinity of the Site in connection with the execution of the Works;

Contractor to execute this job at EIL premises keeping the office in running condition and necessary safety measures shall be made suitably.

15.0 **GENERAL ENVIRONMENT REQUIREMENT**

- 15.1 The Contractor has to ensure efficient use of natural resources like water, fuel oil and lubricants. The Contractor should ensure proper awareness to workers to maintain a green and clean environment inside/ outside the site. The Contractor must collect and dispose of all the waste and scrap materials at the designated place only, as directed by EIL.
- 15.2 The Contractor shall be responsible to arrange for the fuel requirement of his workers and staff without resorting to cutting of trees and shrubs. Cutting of trees and shrubs is strictly prohibited for this purpose.

16.0 **PROTECTION OF EXISTING FACILITIES**

16.1 Despite all precautions, should any damage to any structure / utility etc. occur, the Contractor shall contact EIL and Contractor shall forthwith carry out repair at his expenses under the direction and to the satisfaction of Engineer- in-Charge. If the same is not attended by the Contractor within the said time period, will be get done at panel rates through other agency at Contractor's risk and cost.

16.2 Contractor shall take all precautions to ensure that no damage is caused to the existing construction during performance of the services.

17.0 **INSURANCE**

17.1 General Conditions of Contract (GCC) is modified to the extent that "All specified/required insurance policies that Contractor will take for the subject work shall be in the joint name of Owner and Contractor. However, wherever the contractor already has the Insurance policies for their workers/equipments/vehicle, etc., proposed to be used at project site, the contractor shall have the option either to get a new insurance policy in the joint name of owner and contractor or get the endorsement of existing policies from Insurers in the joint name of owner and contractor."

18.0 **PERMISSIONS**

18.1 Permissions for road cutting, temporary power connection and water connection if any may be obtained from EIL by the contractor.

19.0 **SUB-CONTRACTING:**

19.1 The Contractor shall not sublet, transfer or assign any part of the job without the consent of EIL.

20.0 **NON WAIVER:**

20.1 Failure of EIL to insist upon strict performance of any of the terms & conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or failure to properly notify Contractor in the event of breach or the acceptance of or payment for any services hereunder or approval of interim reports, shall not release Contractor of any of the warranties or obligations of this order and shall not be deemed a waiver of any right of EIL to insist upon strict performance hereof or of any of its rights or remedies as to any such services regardless when received or accepted, nor shall any purported oral modification or rescission of this Order by EIL operate as a waiver of the terms hereof.

21.0 **PROMOTION OF MSE**

For facilitating promotion and development of micro and small enterprises, EIL is committed to promote the procurement of supplies/ services from MSEs in Orders/ contracts awarded by EIL. Accordingly, bidders are also encouraged to promote the same by considering MSE sub-suppliers/ sub-contractors to the extent possible under the Orders/ Contracts awarded on them by EIL. After award of work, supplier/ contractor shall furnish statement alongwith copies of orders/ FOAs placed by them on their sub-suppliers/ sub-contractors who are MSEs, to EIL Project Manager/ RCM, as applicable.

22.0 **FREE ISSUE MATERIALS**

Cl. No. 7.12 of General Conditions of Contract (GCC) is modified to the extent that no free issue material will be supplied by Owner.

23.0 **OTHER MODIFICATIONS TO GENERAL CONDITIONS OF CONTRACT (GCC)**

23.1 Clauses pertaining to works in GCC shall be read as pertaining to services.

23.2 Clause no. 6.0, 7.3, 7.5, 7.6, 7.7, 7.8, 7.10, 7.12, 7.13, 7.14, 11, 12, 13, 17 & 26.4 are not applicable and stand deleted.

23.3 Clause Nos. 8 and 20 of GCC are valid to the extent applicable for the scope of work/ service under the subject contract

- 23.4 Clause no. 7.2 of GCC "Contract Performance Bank Guarantee / Security Deposit" stands modified to the following extent:

"If the Security Deposit is submitted in the form of Bank Guarantee, the bank guarantee towards security deposit shall be kept valid up to Defect Liability Period plus two months for claim period. In case Contractor does not opt for submission of BG towards Security Deposit till Completion of Works, the amount retained on account of Security Deposit along with BG towards initial Security Deposit, shall be released against submission of documents mentioned in Clause No. 7.2 (d) after two months beyond Defect Liability period"

In case of non-submission of CPBG within the period stipulated, required CPBG amount along with interest for the delayed period shall be recovered from the first RA bill / first Milestone payment, onwards, on proportionate basis, till full recovery.

However, in case, if the contractor submits CPBG before the first RA bill, then interest shall be recovered from the first RA bill, for the delayed period beyond the period stipulated for CPBG. Interest Rate shall be SBI base rate prevailing on the date of issue of enquiry plus 1 percent.

Following shall be added to Clause no. 7.2 (b) of GCC:

"If the FOA / LOA is issued to a bidder who have not submitted the EMD (under the exemption provisions available in the bidding document), then such Bidder will be required to submit the EMD amount as interest free Initial Security Deposit to EIL, within 15 days of issue of FOA / LOA, in the form of Bank Draft / Pay Order / Bank Guarantee, valid up-to Defect Liability Period plus two months claim period."

- 23.5 Clause no. 9.2.1 of GCC "Price Reduction due to delay in completion" stands replace with the Penalty as defined in clause no. 14.0 of scope of work.

- 23.6 Clause No. 18.0 of GCC "Suspension" is modified to the following extent in case of suspension is done by owner:

"Beyond 5 days of continuous suspension or beyond 30 days of Cumulative suspension, Contractor shall be entitled for an extension of the time equal to the period of suspension plus 25%. In case continuous Suspension exceeds 30 days, the Contractor shall be entitled for both time and cost compensation. The cost compensation shall be worked out based on mutual discussions and acceptance".

- 23.7 Cl.7.15 of GCC "Alteration in Specifications, Plans, Drawings and Designs, Extra- Works" stands modified to the following extent :

- a. The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lumpsum firm price/ item rate quoted by him, EIL will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where EIL requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipment, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.

In such cases, a change order will be initialled by the CONTRACTOR at the appropriate time for EIL's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

- b. The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the

such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN- CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN- CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:-

CONTRACTOR shall, within 7 days of the date of receipt of instruction to carry out the WORK, inform the ENGINEER-IN- CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 15% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

- 23.8 Clause No. 25.2 of GCC stands replaced by the Clause No. 1.0 of Annexure A attached to SCC herewith. Clause No. 2.3 of Annexure A stands replaced with the following:-

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSE(s) and Government Department(s)/ organization(s) (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM no. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018".

In First and second line of Clause 1.5.1 of Annexure-A para "The arbitral tribunal shall comprise of a sole arbitrator whom shall be appointed by EIL" shall stands replaced by "Selection of arbitrator(s) shall be as per the guidelines specified in Indian arbitrator and Conciliation act 1996 (as amended till date)"

- 23.9 Clause No. 25.3 of GCC shall not be applicable and stands deleted.

- 23.10 "Effective Date" referred in the General Conditions of Contract shall mean the date mentioned in LOA.

- 23.10.1 The methodology for processing Termination for default shall be as follows:

- a) Any material breach in contractual obligations shall be dealt on mutual discussion basis, so as to correct breach. In case of failure to correct the breach, EIL/ Owner shall initiate Termination action as per the contract.
- b) In case of non-submission of CPBG within the period stipulated, required CPBG amount along with interest for the delayed period shall be recovered from the first RA bill / first Milestone payment, onwards, on proportionate basis, till full recovery.

However, in case, if the contractor submits CPBG before the first RA bill, then interest shall be recovered from the first RA bill, for the delayed period beyond the period stipulated for CPBG. Interest Rate shall be SBI base rate prevailing on the date of issue of enquiry plus 1 percent.

- c) In case of non-submission of CPBG within one month beyond the period stipulated for it, coupled with non-mobilization / non-performance within the period stipulated for the same, the Termination action along with other contractual penal provisions shall be initiated, as per the contract provisions.

-
- d) Further, in case of submission of CBPG within scheduled period, but Contractor being at default in terms of Contract, a) above shall be applicable.
 - e) In case of occurrence of any of the above specified events, contractor shall be understood to have defaulted and the EIL/ Owner shall have the right to terminate the contract, at its sole and absolute discretion by issuing a Show Cause notice of 15 calendar days to the Contractor, stating the reason and the intention of EIL/ Owner to terminate the Contract and to take other penal actions in terms of the contract including extant policy for Suspension/ Banning of EIL/ Owner.
 - f) The Contractor may also request for a personal hearing.
 - g) EIL/ Owner based on the contractor's response to the Show Cause Notice and the personal hearing, shall decide the action regarding Termination and/ or Suspension / Banning or otherwise.
 - h) The decision taken as above shall apply to both Termination as well as Suspension / Banning."
- 23.11 Format enclosed as Appendix IV to GCC "Format for Contract Agreement" in General Conditions of Contract stands replaced by the Proforma for Contract Agreement enclosed in the Bidding Document.
- 23.12 Format enclosed as Appendix I to GCC "Form of Contract Performance Bank Guarantee" in General Conditions of Contract stands replaced by the Form of Contract Performance Bank Guarantee enclosed in the Bidding Document.
- 23.13 Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of EIL. The Cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/ proof to EIL in this respect and Contractor shall suitably consider the same in their bid.
- Details of these schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in the subsequent years.

Clause for Alternative Dispute Resolution**1.0 Alternative Dispute Resolution - Conciliation & Arbitration**

1.1 If Any dispute or difference or disagreement arises between the parties out of any notified claim of the SELLER/ CONTRACTOR included in his final bill and /or arising out of any amount claimed by the EIL (whether or not the amount claimed by the PURCHASER or any part thereof shall have been deducted from the Final bill of the supplier/ Contractor or any amount paid by the EIL to the SELLER/ Contractor in respect of the work) or arises out of or in connection with the validity, application or interpretation of the Contract/ Purchase order (the "Dispute"), the Parties shall endeavour in good faith to resolve the Dispute through negotiation within 7 (seven) days of a written notice setting out the nature of such Dispute.

1.2 In the event that any Dispute is not resolved between the Parties pursuant to Clause 1.1 within 21 (twenty-one) days of receipt of the notice under Clause 1.1, then such Dispute shall be referred to Conciliation as per clause 1.3 below.

1.3 Dispute Resolution through Conciliation by Outside Expert Committee

1.3.1 Engineers India Limited has framed the EIL Conciliation Rules 2012 in conformity with Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules has been made available on EIL's web site www.engineersindia.com for reference.

1.3.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/ out of/ in connection with this contract, which cannot be mutually resolved within a reasonable time, shall be settled in accordance with the aforesaid EIL Conciliation Rules 2012. This shall also include all such issues where Engineer-in-Charge's decision is said to be final & binding on any issue raised by the Contractor.

1.3.3 In case of any dispute(s)/ difference(s)/ issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/ issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/ issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/ difference(s)/ issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.

1.3.4 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand concluded on the date of the Settlement Agreement.

1.4 In the event that any Dispute between the Parties is not resolved pursuant to Clause 1.3, then such Dispute shall be referred to Arbitration as per clause 1.5 below.

1.5 Dispute Resolution through Arbitration

1.5.1 The arbitration will be conducted as per the Arbitration & Conciliation Act, 1996. The arbitral tribunal shall comprise of a sole arbitrator whom shall be appointed by EIL. The place of arbitration for any Disputes and Related Disputes shall be Delhi (save and except where otherwise specified under the Main Contract for the Related Dispute, in which event the place of arbitration shall be the place of arbitration for such Related Dispute). The language to be used in the arbitral proceedings shall be English. The arbitral award shall be final and binding upon both the Parties.

1.5.2 Responsibility of payment for all costs of arbitration, excepting counsel fees, shall be as per the

arbitration award.

- 1.6 While any Dispute under this Contract/ Order is pending; and except where this Contract/ Order has been terminated in accordance with the terms of this Contract/ Order, the Parties shall continue to perform all of their respective obligations under this Contract/ Order without prejudice to the final determination in accordance with the provisions under this clause 1.0.
- 1.7 Where, in EIL's absolute discretion, it is beneficial for the completion of the Facility for any Dispute between EIL and the Contractor/ Seller, in respect of which an arbitration notice has been given, to be resolved in the same arbitration proceedings as a dispute between EIL and any other party or parties engaged in relation to the completion of the Facility (the "Related Dispute") then:
- (a) if a notice to concur in the appointment of an arbitrator has been served in the Related Dispute, the Contractor/ Seller hereby agrees that, at EIL's sole option, the Dispute between EIL and the Contractor/ Seller shall be referred to the arbitrator appointed or to be appointed in respect of the Related Dispute and be determined at the same time as such Related Dispute;
 - (b) where an arbitrator has already been appointed in connection with the Related Dispute, the Contractor/ Seller hereby agrees that, at EIL's sole option, the Dispute between EIL and the Contractor/ Seller shall be referred to and be determined by the arbitrator so appointed contemporaneously with the Related Dispute.
- 2.0 Settlement of dispute between Govt. Dept./ Public Sector Undertaking**
- 2.1 If the Contractor/ seller is a CPSU or CPSE or is a Govt. Department, any disputes or differences between the Contractor/ seller and EIL hereto arising out of any notified claim of the Contractor/ Seller in terms hereof and/or arising out of any amount claimed by EIL (whether or not the amount claimed by EIL or any part thereof shall have been deducted from the final bill of the Contractor or any amount paid by EIL to the Contractor in respect of the work), then in suppression of the provisions of clause no. 1.0 above, the following provisions shall apply, namely; such disputes or differences shall be resolved amicably by mutual consultation or Conciliation or through the good offices or empowered agencies of the Government.
- 2.2 In the event that any Dispute does not resolved between the Parties is not resolved amicably by mutual consultation, then such Dispute shall be referred to Conciliation as per clause 1.3 above.
- 2.3 If such resolution is not possible through conciliation, then the unresolved disputes or differences shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises inline with applicable DPE guidelines for settlement of commercial dispute between CPSEs or CPSEs & Government Departments issued by Department of Public Enterprises and as modified from time to time. The Arbitration Act shall not be applicable to the arbitrator under this clause. The award of the arbitrator shall be binding upon parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.
- 2.4 Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, the Contractor/ seller shall continue and be bound to continue and perform the Works to completion in all respects according to the Contract (unless the Contract or Works be determined by EIL) and the Contractor/ seller shall remain liable and bound in all respects under the Contract.

PROFORMA OF AGREEMENT

This **Agreement** (which shall include its subsequent Amendment (s), if any), entered on into by and between

M/s ENGINEERS INDIA LTD., a Government of India Company registered under the Companies Act, 1956 having its registered office at Engineers India Bhavan, 1, Bhikaiji Cama Place, R. K. Puram, New Delhi-110 066 (hereinafter shall be referred to as "the Company", which expression unless repugnant to its meaning or context thereof, shall include its executors, administrators, successors and permitted assignees) as ONE PART

AND

M/s a firm having its office at
.....(hereinafter shall be referred to as "the Contractor", which expression unless repugnant to its meaning or context thereof, shall include its executors, administrators, successors and permitted assignees) as OTHER PART.

And shall be effective from the retrospective date i.e.....for
.....
..... (Bidding Document No.).

The Contractor, under this Agreement, shall execute the subject job / provide service(s) in a professional manner as per the detailed scope of work as defined in CC/SOR/ITB/SPECIFICATIONS of the bidding document and the Company will pay the Contractor for execution of the subject job / service(s) provided as per the agreed payment terms and conditions of the bidding/contract document. The Contractor shall also be liable for the Defect Liability Period / Warranty Period, if specifically mentioned in the bidding document, for the job executed/ service provided by him/them.

All the terms and conditions of the Detailed Letter of Acceptance and its enclosures including bidding document and if Addendum(s) shall be applicable and binding for this Agreement.

In witness whereof the parties have executed this Agreement on

Signed and Delivered
For and on behalf of
ENGINEERS INDIA LTD.

Signed and Delivered
For and on behalf of

Name:
Designation:
Date:
Place:

Name:
Designation:
Date:
Place:

In the presence of witness :

Name:

Designation:

Date:

Name:

Designation:

Date:

* In the case of partnership to be signed by all partners or by one partner holding Power of Attorney.

FORM OF CONTRACT PERFORMANCE GUARANTEE
[ON APPROPRIATE STAMP PAPER]

Beneficiary: Engineers India Limited

Bank Guarantee No.[.....•]

THIS DEED OF GUARANTEE is executed on this [.....*insert day*] day of [.....*insert month and year*] at [.....*insert place*] by [.....**INSERT NAME OF BANK**] having its head/registered office at [.....*insert address*], (hereinafter referred to as the "**Guarantor**", which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

IN FAVOUR OF:

ENGINEERS INDIA LIMITED, a public limited company incorporated under the Indian Companies Act, 1956, having its registered office at [.....■], (hereinafter referred to as the "**EIL**", which expression shall unless it is repugnant to the subject or context thereof include successors and assigns).

WHEREAS

- A. EIL has entered into a Engineering, Procurement and Construction Contract dated [.....■] (the "**Contract**") with [.....*insert name of Contractor*], a company incorporated under the Indian Companies Act, 1956 and having its registered office at [.....■] (the "**Contractor**", which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns), for the Project.
- B. In terms of the Contract, the Contractor is required to furnish to EIL, an unconditional, irrevocable, on demand bank guarantee for an amount equal to ____% of the Contract Price, i.e., Rs. [.....*insert amount*] (the "**Guaranteed Amount**") as security for due and punctual performance/ discharge of the Contractor's obligations under the Contract.
- C. At the request of EIL and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance/ discharge by the Contractor of its obligations under the Contract during the Contract Validity Period.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meaning ascribed to them in the Contract.
2. The Guarantor hereby irrevocably and unconditionally guarantees and secures (as primary obligor and not merely as guarantor) to EIL the payment

in full of all amounts at any time that may be due, owing or payable to EIL from the Contractor for the failure of the Contractor to duly and punctually perform all of its obligations under the Contract (the "**Guarantee**"), without any demur, reservation, protest or recourse, immediately on receipt of a demand from EIL.

The Guarantee is given in consideration for consideration received from the Contractor (the receipt and sufficiency of which is hereby acknowledged).

The Guarantor agrees that the value of the Guarantee shall at all times be maintained at the amount of Rs. [.....insert amount] (the "**Guaranteed Amount**").

The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by EIL against the Guarantor.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that EIL receives the full amount due hereunder as if no such withholding had occurred.

3. The Guarantor shall, pay to EIL sums not exceeding the Guaranteed Amount, within 5 (five) Business Days of receipt of a written demand from EIL stating that the Contractor has failed to meet its performance obligations under the Contract. The Guarantor shall not be required to go into the veracity of any breach or failure on the part of the Contractor or validity of demand so made by EIL and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Contractor or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
4. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, reorganization, dissolution or liquidation of the Contractor or any change in ownership of the Contractor or any purported assignment by the Contractor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety.

Further, this Guarantee is in no way conditional upon any requirement that EIL first attempt to procure the Guaranteed Amount from the Contractor, or any other Person, or resort to any other means of obtaining payment of the Guaranteed Amount, prior to make any recourse to this Guarantee.

5. In order to give effect to this Guarantee, EIL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Guarantor from

any of the Guaranteed Amount or prejudice or diminish the Guaranteed Amount in whole or in part, including (whether or not known to it, or EIL):

- (a) any time or waiver granted to, or composition with, the Contractor or any other Person;
 - (b) any incapacity or lack of powers, EIL or legal personality of or dissolutions, or insolvency, or bankruptcy, or change in the status of the Contractor or any other Person;
 - (c) any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;
 - (d) any unenforceability or invalidity of any obligation of any Person under the Contract or any unenforceability or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability or invalidity of the obligations of any Person under any other document or guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability or invalidity;
 - (e) the partial or entire release of any Guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Contractor's obligations during the Construction Period; or by any extension, waiver, or amendment whatsoever which may release a guarantor or Guarantor (other than performance or indefeasible payment of a Guaranteed Amount); or
 - (f) any part performance of the Contract by the Contractor or by any failure by EIL to timely pay or perform any of its obligations under the Contract.
6. If, and to the extent that, for any reason the Contractor enters or threatens to enter into any proceedings in bankruptcy or reorganization or otherwise, or if, for any other reason whatsoever, the performance or payment by the Contractor of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to EIL on demand.
7. So long as any sum remains owing by the Contractor to EIL, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Contractor (whether in respect of its liability under this Guarantee or otherwise) or claim in the insolvency or liquidation of the Contractor or any other such Person in competition with EIL. If the Guarantor receives any payment or benefit in breach of this Clause 7, it shall hold the same upon trust for EIL.
8. This Guarantee shall remain in full force and effect from the date hereof until the end of the Guarantee period/ Defect Liability Period, i.e., up to midnight of {..... **insert date**} plus additional 02 months to enable claims to be made i.e., up to midnight of {..... **insert date**}, unless discharged/ released earlier by EIL in against the Guarantor.

Notwithstanding the foregoing, this Guarantee shall continue in effect upto mid night of Guarantee period/ Defect Liability Period plus additional 2 Months towards claim period to enable claims to be lodged with the bank. However, this additional period shall not be part of Guarantee Period/ Defect Liability Period and this is only for the purpose of additional time for lodging the claim.

9. The Guarantor represents and warrants to EIL that:
 - (a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorize the execution, delivery and performance by it of this Guarantee;
 - (b) the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;
 - (c) neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any law, statute, rule or regulations or any order, writ, injunction or decree of any court or governmental instrumentality; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party of by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents; and
 - (d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or EIL, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee.
10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of EIL in exercising any right, power or privilege hereunder and no course of dealing between EIL and the Guarantor, or the Contractor, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which EIL would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of EIL to any other or further action in any circumstances without notice or demand.
12. If any one or more of the provisions contained in this Guarantee are or become invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with EIL to replace the invalid or unenforceable provision.
13. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.
14. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and EIL shall constitute a single binding agreement.
15. Any notice, request or other communication to be given or made under this Guarantee shall be in writing addressed to the Guarantor at the location set opposite its signature hereto and in the manner as set out in respect of notices under the Contract.
16. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this Guarantee may be brought in the courts in Delhi.
17. Neither party shall assign or transfer any or all parts of its interest herein to any other person without express written consent of the other party.
18. "Notwithstanding anything contained herein:
 - (i) The Bank's liability under this guarantee/undertaking shall not exceed (Amount in figures & words);
 - (ii) This guarantee/undertaking shall remain in force upto _____ (including 02 months of claim period) and any extension(s) thereof on written instructions from the Contractor on whose behalf this Guarantee has been given, in which case it shall remain in full force up to and including 02 months after the extended date; and
 - (iii) The Bank shall be released and discharged from all its liabilities and obligations under this guarantee/ undertaking unless a written claim or demand is issued to the Bank on or before _____ (including 02

months of claim period) or the date of expiry of any extension(s) thereof if this guarantee/ undertaking has been extended and the owner's right to Guarantee will cease thereafter."

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by [.....*insert name of Bank*]
Bank by hand
Name:

SCHEDULE OF RATES

NAME OF WORK

**AMC FOR SOLAR PANEL SYSTEM AT EIL R &
D COMPLEX, GURUGRAM, HARYANA**

BIDDING DOCUMENT

LT/8590-000-SE-T-1200/62

NAME OF BIDDER

M/s.

PREAMBLE TO SCHEDULE OF RATES

1. The Schedule of Prices shall be read with all other sections of this Bidding Document.
2. Bidder must quote for all items in SOR. If not quoted any of item in SOR then their offer shall be rejected.
3. The Agency is deemed to have studied the drawings, specifications and details of works to be done including scope of work, scope of supply and technical specification within the Time Schedule and should have acquainted himself of the conditions prevailing at site.
4. The quoted price/ percentage shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).
5. Bidders must submit the firm rates for the items of Schedule of Rates. The Bids of all such bidders not complying this requirement shall not be accepted.
6. Bidder shall quote as per S.O.R. item only. No comment, explanation or clarification in S.O.R. is acceptable. No condition in price part shall be acceptable.
7. The quantities given in S.O.R. format are tentative and shall be used to evaluate the bidder's position. EIL shall not make any commitment for quantities to be ordered on daily or monthly basis and payment shall be released for actual quantities ordered and supplied.
8. All items of work mentioned in the Schedule of Rates shall be carried out as per the specifications and instructions of Owner and the rates are deemed to be inclusive of material, consumable, labor, supervision, tools & tackles wherever required as called for in the detail specification and other conditions of the Contract.

STAMP & SIGNATURE OF BIDDER

SCHEDULE OF RATES


Annual Maintenance Contract for Solar Plant System installed at EIL R & D Office Complex, Gurugram.

NAME OF WORK :

BIDDER DOCUMENT NO :

NAME OF BIDDER :

0	02.06.2020	Issued for Tendering	Dushyant Raj	Rajesh Dadel	M Raj
Rev.	Date	Purpose	Prepared and Checked by	Reviewed By	Approved By

	ENGINEERS INDIA LIMITED NEW DELHI	Schedule of rates for Annual Maintenance Contract for Solar Plant System installed at EIL R & D Complex, Gurugram.	SCHEDULE OF RATES	REV.
		Division: HR-2, Gurugram	8590-90-57-102-SOR-1200 Page 01 of 02	0


S NO	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT RATE(Rs.)	TOTAL AMOUNT*(Rs.)	RATE OF GST IN %	HSN/SAC CODE
1	Annual Maintenance of Solar Plant System:- Capacity – 90.00 kWp Inverter – 3 X SOLIVIA 30TL Modules—300 X TITAN, ENERGY M6-72-300						
1.1	1st Year Monthly Maintenance/ Checking of Solar Plant System.(2020-2021)	Monthly	12				
1.2	2nd Year Monthly Maintenance/ Checking of Solar Plant System.(2021-2022)	Monthly	12				
	TOTAL PRICE FOR S.NO 1.1 AND 1.2 ABOVE						

(* GST Exclusive)

TOTAL AMOUNT (IN FIGURE) _____


TOTAL AMOUNT (IN WORDS) _____

Signature & Stamp

	ENGINEERS INDIA LIMITED NEW DELHI	Schedule of rates for Annual Maintenance Contract for Solar Plant System installed at EIL R & D Complex, Gurugram.	SCHEDULE OF RATES	REV.
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SCOPE OF WORK
ANNUAL MAINTENANCE CONTRACT FOR SOLAR PLANT
SYSTEM INSTALLED AT
EIL R&D COMPLEX, GURUGRAM

1	02.06.2020	Issued for Tendering	Dushyant Raj	Rajesh Dadel	M Raj
REV	Date	Purpose	Prepared & Checked By	Reviewed by	Approved by

<div><div><div>इंजीनियर्स इंडिया लिमिटेड <small>(भारत सरकार का उपक्रम)</small></div><div></div><div>ENGINEERS INDIA LIMITED <small>(A Govt. of India Undertaking)</small></div></div></div>	SCOPE OF WORK FOR ANNUAL MAINTENANCE CONTRACT FOR SOLAR PLANT SYSTEM INSTALLED AT EIL R & D COMPLEX, GURUGRAM	Document No.	REV
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1.0 LOCATION

ENGINEERS INDIA LIMITED
R & D COMPLEX, GURUGRAM-HARYANA

2.0 AREA COVERED UNDER CONTRACT

SOLAR PLANT SYSTEM (90 kwp)

3.0 DETAILS OF EQUIPMENT INSTALLED AT EIL R & D COMPLEX, GURUGRAM

Solar Power system of 90KW capacity is installed & Operational at EIL Office Complex, Gurugram.


Basic List of installed Equipment's are detailed below:

Capacity – 90.00 kWp
Inverter – 3 X SOLIVIA 30TL
Modules—300 X TITAN, ENERGY M6-72-300


4.0 SCOPE OF WORK FOR ANNUAL MAINTENANCE SERVICE (NON COMPREHENSIVE) FOR TWO YEAR

As the Scope of work suggest towards providing services spanning **Solar Plant System installed at EIL R & D Complex, Gurugram**. Annual maintenance contract is a service agreement that guarantees supports for every agreed service under AMC Contract. AMC Contractor allocate trained resources, Ensure on quick response and resolution of service requests. Contractor shall quote for Annual Maintenance service Contract (AMC) under with the contractor shall maintain the Solar Plant System for a period of two year from the date of award of the contract.

AMC Contractor engineers will carry out the following tasks during the periodic maintenance works.

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- A. Checking of entire installed system
- B. Necessary Inspection and Maintenance of the contracted system(S) and take necessary corrective action.
- C. Clean all devices as per agreed schedule.
- D. Check Communication devices and cables.
- E. Resolve any issues regarding the system and take corrective actions for the problem(s) existing.
- F. Inventory recording to help identify components for replacement.(Material shall be supplied by EIL)
- G. Check connectivity, communication and power supply at all terminals, Junction boxes, etc.
- H. Installation of repaired devices shall be done by AMC Contractor.
- I. All technician, supervisors and labors will be arranged by AMC Contractor as required to maintain the system.
- J. All tools and tackles required to maintain the system shall be arranged by AMC Contractor unless explicitly stated in contract.
- K. All spare parts required for maintenance shall be provided by EIL on suggestion/recommendation of AMC Contractor.
- L. Customer to liaise with other agencies if interfacing with Non Contracted AMC Contractor systems/Equipments is to be done.
- M. If any modification, Alteration or installation of New Additional equipments is done, Annual Maintenance shall be done by AMC agency without any additional cost implications imposing EIL.
- N. Periodical checking (Every Week) of all parameter for system operation and diagnosis, routine checking and cleaning operation, annual preventive maintenance as required for smooth and trouble free operation of Solar Plant System (which would include all supplied by him under this contract) shall be carried out by the contractor during the service contract period. The contractor shall attend to calls of breakdown as and when required. However day-to-day operation of the plant shall be executed from the maintenance service contract. The contractor shall supply all consumable items like grease, leaning material, dhoti etc. required for the maintenance service.

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- O. Call back service shall be provided in case of any faults detected by EIL. The fault shall be rectified within the reasonable time but in case not more than 24 hour from the time of receipt of call.
- P. Contractor shall ensure that working of the system maintained for 24x7.

5.0 PERFORMANCE

AMC Contractor will ensure minimum downtime of System by providing fastest possible services to site.

6.0 SERVICES

The scope covers unlimited service call and if the fault comes out due to improper maintenance done by AMC Vendor, then it will be rectified at no extra cost by the AMC Contractor.

7.0 TOOLS /INSTRUMENTS

Contractor shall arrange necessary tools & Tackles, instruments and equipments required for all maintenance work covered under this contract.

8.0 MAINTENANCE SERVICES


Even after maintaining efficient Solar Plant system and hiring suitable experienced technician/ staff, it is imperative to maintain them to ensure a trouble free overall performance.

AMC Contractor provides for a systematic and well planned preventive maintenance schedule to keep the Solar Plant system in optimum running condition and hence minimize minimum breakdown cost/Time.

The Annual maintenance contract implies that any numbers of failed devices are replaced during the contract period, No Dismantle cost, No Installation cost shall be paid as additional charges.

9.0 PREVENTIVE MAINTENANCE SERVICES

Preventive maintenance service under AMC provides for maintenance activities by AMC Contractor team. AMC Contractor should make pre defined schedule for Quarterly basis and get the schedule approved from Concern Engineer In charge. These services are rendered during normal working hours (8:30 to 17:00), unless essentially required to do so at different time. The Annual maintenance contract implies that any numbers of failed devices are repaired during the contract period without any additional charges. If the repair shall be

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done on hire basis, Hiring charge will be paid by AMC agency.

10.0 CORRECTIVE MAINTENANCE SERVICE

Corrective maintenance service or Break down maintenance service should be provided by the AMC Contractor on all round of clock basis. The service engineer carries out the necessary corrective measures and where applicable, future action points and programs are agreed upon to prevent such issues recurring in future.

Service response time: 12 Hours through phone calls, message, email or by physically available at site.

Resolution Time: 24-48 hours from service request for the minor/Major calls for repair.

11.0 REPORTS

For each and every touch point between Client and AMC Contractor is well documented and augments Client requirements of regulatory and/end customer compliance.

11.1 SERVICE REPORT

For every site visit, whether for preventive or for corrective maintenance, AMC Contractor's service engineer will prepare a service report and Original copy will be submitted to the EIL.

11.2 MONTHLY REPORTS

Maintaining the good condition of Solar Plant systems is an ongoing activity, with maintenance activities scheduled at regular intervals. AMC Contractor will submit a report on the condition of the system on monthly basis.


UNLIMITED BREAKDOWN CALL SHALL BE ATTENDED BY AMC AGENCY

12.0 OPERATION & MAINTENANCE

AMC Contractor needs to give training to the FMC Technical operator on time to time basis for smooth operation of entire system.


13.0 PAYMENT TERMS & CONDITION

Payment shall be made on quarterly basis after completion of each quarter on the basis of the invoice.

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14.0 PENALTY

Penalty shall be imposed on the period for which breakdown calls not attended after resolution time (24- 48 hours for minor/major calls) @ Rs. 1000 per day. Also the maximum penalty of the contract will be 10 % of the yearly contract value.

 ENGINEERS INDIA LIMITED <small>(A Govt. of India Undertaking)</small>	SCOPE OF WORK FOR ANNUAL MAINTENANCE CONTRACT FOR SOLAR PLANT SYSTEM INSTALLED AT EIL R & D COMPLEX, GURUGRAM	Document No.	REV
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