



ENGINEERS INDIA LIMITED

(BIDDING DOCUMENT NO. LT/8533-000-SE-9838/1027)
(DOMESTIC COMPETITIVE BIDDING)

BIDDING DOCUMENT FOR

Empanelment of Direct and Indirect Tax Consultants

Prepared & Issued by:



MASTER INDEX

NAME OF WORK : **Empanelment of Direct and Indirect Tax Consultants**

BIDDING DOCUMENT NO. : **LT/8533-000-SE-9838/1027**

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DOMESTIC NOTICE FOR INVITATION FOR BIDS

Engineers India Limited (EIL) invites e-bids from eligible bidders for the following works:

Description	Bidding Document on Website	Bid Due Date & Time
Empanelment of Direct and Indirect Tax Consultants (Bidding Document No. LT/8533-000-SE-9838/1027)	From 05.10.2017 to 23.10.2017	23.10.2017 up to 1200 Hrs. (IST)

The detailed IFB & Bidding Document with contact details can be viewed and downloaded from E-tender website <http://eprocure.gov.in/eprocure/app>. All amendments, time extension, clarifications, etc will be uploaded in the websites only and will not be published in newspapers. Bidders should regularly visit the above websites to keep themselves updated. **AGM(C&P), EIL, NEW DELHI**



**DOMESTIC NOTICE FOR INVITATION FOR BIDS (IFB) FOR
Empanelment of Direct and Indirect Tax Consultants
BIDDING DOCUMENT No.: LT/8533-000-SE-9838/1027
(DOMESTIC COMPETITIVE BIDDING)**

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 (Through Government of India's Central Public Procurement portal <https://eprocure.gov.in/eprocure/app>) for "Empanelment of Direct and Indirect Tax Consultants " under single stage two Part system (Part-I: Techno-commercial Part & Part-II: Price Part) from competent agencies meeting the Bidder's Qualification Criteria (BQC) as stated under para 6.0 below.

2.0 BRIEF SCOPE OF WORK

EIL intends to empanel a group of direct and indirect tax consultants for providing various advisory assistance, compliance assistance, assistance in relation to contract and litigation for a period of 02 years. For detailed scope, please refer scope of work enclosed in the Bidding Document.

3.0 DURATION OF CONTRACT/ EMPANELMENT:

The Consultant shall be empanelled for a period of two years from the date of empanelment (i.e. the date of Letter of Award) and may be extendable, at the discretion of EIL, for further period, not extending 1 (one) year, on same terms and conditions as applicable for second year.

4.0 SALIENT FEATURES OF BIDDING DOCUMENT

- i) Bidding Document on : From **05.10.2017 to 23.10.2017**
website
- ii) Earnest Money Deposit : Not Applicable
(EMD)
- iii) Pre – Bid Meeting : A Pre-Bid Meeting shall be held at 1100 Hrs.
(IST) on **11.10.2017** at EIL, New Delhi office.

Bidder may submit their queries, if any, latest by
10.10.2017 addressed to Mr. L. Thavurya, AGM
(C&P) or email: l.thavurya@eil.co.in /
ravi.sisodiya@eil.co.in
- iv) Last Date and time of : **1200 Hrs. (IST) on 23.10.2017**
submission of Bids Through Government of India's e-Procurement/e-
Tendering System:
<https://eprocure.gov.in/eprocure/app>

- v) Opening of Techno-Commercial (Unpriced) Bid : **1400 Hrs. (IST) on 24.10.2017** at EIL, Bhikaji Cama place New Delhi.
- In presence of authorized representatives of participating Bidders.
- vi) Mode : Through Government of India's e-Procurement/e-Tendering System:
<https://eprocure.gov.in/eprocure/app>

If any of the days mentioned above happens to be EIL holiday, the next working day shall be implied.

e-Bids are required to be submitted through Government of India's Central Public Procurement portal <https://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 <https://eprocure.gov.in/eprocure/app>. No enrollment/registration fee would be charged from the bidders for the same.

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

Bidders to please refer the Annexure –I to Instructions to Bidders enclosed in the Bidding Document regarding E- Tendering guidelines.

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

Not Applicable

6.0 **BIDDER's QUALIFICATION CRITERIA (BQC):**

Bidder shall fulfill the following Bidder's Qualification Criteria:

6.1 **EXPERIENCE CRITERIA :**

S. No.	Criteria	Data (Nos.)	Maximum Marks	Overall weightage
1.	Relevant experience (in Nos. of assignments undertaken) of the Bidding Entity in the field of Direct Tax in India for any entity engaged in hydrocarbon sector / infrastructure sector / consulting or EPC for hydrocarbon / infrastructure sector. The experience for the past 7 years shall only be considered. The 'undertaken' assignments shall consist of those assignments for which a Work order / Letter of Award / Letter of Intent is available and shall include completed & ongoing assignments. Completion of the assignment shall not be necessary. (Mention Nos. of Assignments)	More than 10	15	15
		5-10	5	
		Less than 5	0	

2.	<p>Relevant experience (in Nos. of assignments undertaken) of the Bidding Entity in the field of Indirect Taxation in India for any entity engaged in hydrocarbon sector / infrastructure sector / consulting or EPC for hydrocarbon / infrastructure sector. The experience for the past 7 years shall only be considered.</p> <p>The 'undertaken' assignments shall consist of those assignments for which a Work order / Letter of Award / Letter of Intent is available and shall include completed & ongoing assignments. Completion of the assignment shall not be necessary. (Mention Nos. of Assignments)</p>	More than 10	15	15
		5-10	5	
		Less than 5	0	
3.	<p>Number of different States of India where the Bidding Entity has offices. However, the bidder must have at least one office in the State of Delhi (including NCR region)</p>	More than 5	15	15
		3-5	10	
		Less than 3	5	
4.	<p>Number of qualified professionals on the rolls of the consultant or as partners having post-qualification experience of more than 10 years in the field of direct / indirect taxation in India as on the bid due date. Professionals will mean qualified CAs or ICWAs / CMAs or Bachelor's degree in law (Mention Nos. of qualified professionals)</p>	Greater than 25	15	15
		20-25	10	
		10-19	5	
		Less than 10	0	
5.	<p>Relevant experience (in Nos. of years) of the proposed Direct Tax Team Leader/Alternate having post qualification experience in the field of Direct Taxation in India. Team leader is expected to be a partner level or equivalent, who shall be responsible for the assignment. (Mention Nos. of years of experience of Team Leader)</p>	15 years or more	10	10
		Less than 15 years	0	
6.	<p>Relevant experience (in Nos. of years) of the proposed Indirect Tax Team Leader/Alternate having post qualification experience in the field of Indirect Taxation in India. Team leader is expected to be a partner level or</p>	15 years or more	10	10
		Less than 15 years	0	

	equivalent, who shall be responsible for the assignment. (Mention Nos. of years of experience of Team Leader)			
7.	Relevant experience of two team members having post qualification experience in the field of Direct Tax in India as on bid due date. (Mention no of years of experience)	More than 5 years 3 to 5 years Less than 3 years	10 5 0	10
8.	Relevant experience of two team members having post qualification experience in the field of Indirect Tax in India as on bid due date. (Mention no of years of experience)	More than 5 years 3 to 5 years Less than 3 years	10 5 0	10
	Total			100

Notes:

- Bidders who score minimum 65% marks in above Bidders' Qualification Criteria (BQC) shall be considered technically qualified. Those bidders who do not score minimum 65% marks in the above Bidders' Qualification Criteria shall be rejected.
- Further, bidders shall be required to score minimum 5% marks in Bidder Qualification Criteria (BQC) at Serial No. 1 & 2 above. Bidders who score less than 5% marks Bidder Qualification Criteria (BQC) at Serial No. 1 & 2 above shall be rejected.
- The bidder shall submit work order and documents regarding completion of work/list of assignments duly signed by the statutory Auditor/ Chartered Accountant for Bidder Qualification Criteria (BQC) at Serial No. 1 & 2 above.
- The successful bidder shall depute team to execute this work as per information provided for criteria at Serial No. 5 to 8 above.
- All of the above information / back-ups are to be submitted on self-certified basis, and subject to EIL having a right to seek further documentary evidence / clarifications, if required, and the same being made available at a short notice. EIL may also verify the details / credentials from independent sources, if considered necessary at any stage. Self-certification has to be by an authorized signatory of the bidder at senior level.

6.2 **FINANCIAL CRITERIA** :

6.2.1 Annual Turnover

The minimum Annual Turnover of the Bidder shall be Rs. 10.90 Lakh (Rupees Ten Lakh Ninety Thousand only) in at least one of the immediate preceding three financial years as per the audited annual financial results as on the due date of submission of Bids.

6.2.2 Net Worth:

The Net-worth of the bidder as per the immediate preceding year's audited financial results should be positive.

6.2.3 Working Capital:

Bidder should have minimum working capital equal Rs. 1.09 Lakh (Rupees One Lakh Nine Thousand only) as per the immediate preceding year's audited financial results. In case Bidder is unable to meet the working capital requirement as above, the bidder can supplement the working capital with a fund based line of credit from any scheduled bank in India or a commercial bank having Net worth more than equivalent INR 1000 Million. In such a case, bidder shall furnish a declaration from the bank for availability of unutilized fund based line of credit for the shortfall in working capital below Rs. 1.09 Lakh (Rupees One Lakh Nine Thousand only), in the format enclosed in the Bidding Document.

7.0 General

- 7.1 Bidder should not be on Holiday / Negative list of EIL.
- 7.2 Bidder shall not be under liquidation, court receivership or similar proceedings.
- 7.3 Unincorporated Joint Venture (JV) / Consortium bids shall not be accepted.
- 7.4 Experience of only the bidding entity shall be considered. A job executed by a bidder for its own plant/projects shall not be considered as experience for the purpose of meeting requirement of Experience Criteria of the Bidding Document. However, jobs executed for Subsidiary / Fellow Subsidiary / Holding company will be considered as experience for the purpose of meeting Experience Criteria subject to submission of tax paid invoice(s) duly certified by Statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow Subsidiary / Holding company. Such bidders shall submit these documents in addition to the documents specified in the Bidding Document to meet 'Experience Criteria'.
- 7.5 A job completed by a bidder as a sub-contractor shall be considered for the purpose of meeting the experience criteria of BQC subject to submission of following documents in support of meeting the "Bidder Qualification Criteria":
- a) Copy of work order along with schedule of rates issued by main contractor.
 - b) Copies of completion certificates from the end user/ Owner/PMC and also from the main Contractor. The Completion Certificates shall have details like work order no. /date, brief scope of work, ordered & executed value of the job, completion date etc.
 - c) However, in case bidder is not able to furnish the completion certificates from the end user/ Owner/PMC in his name then completion certificate issued in the name of main Contractor shall also be considered as proof of completion
- 7.6 In case of composite works (i.e. works comprising of more than one discipline) which included the qualifying work stated above, then such qualifying work out of completed composite work, shall be considered for the purpose of evaluation.
- 7.7 Bidder shall furnish all the relevant documents towards meeting the Experience criteria. Bidder shall also furnish complete audited annual financial year statements including audit report, balance sheets, profit & loss accounts statement and all other schedules etc. for the immediate preceding three financial years. or a letter from the statutory bidder or CA (*) (as per Annexure – 1A) or a letter from the bidder duly certified by statutory auditor or CA (*) (as per Annexure – 1B), in support of meeting the financial criteria as mentioned above.
- The above financial details, as per Annexure – 1A) or Annexure – 1B), shall be submitted without any reservation/qualification remarks. In case of any qualification remarks, complete booklet of audited annual financial statements along with auditor's report shall also be submitted with the bid.
- (*) 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.
- 7.8 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 and where bid closing date is upto 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.

- 7.9 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 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 the Bidder is not prepared and audited.

- 7.10 Bidder shall furnish the required documents in support of qualification criteria, in the first instance itself.

Bidder are required to submit all such past experience (s) (PTR) meeting the BQC alongwith relevant supporting documents in the first instance itself, alongwith the bid. Accordingly, only such past experience (s) shall be considered for qualification, details of which are provided in the bid by the bidder and subsequently no additional past experience (PTR) shall be sought from the Bidder.

Owner / EIL reserve the right to complete the evaluation based on the details furnished without seeking any additional information.

- 7.11 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.

- 7.12 In the event of submission of any document/ certificate by the bidder in a language other than English, the bidder shall get the same translated into English and upload the same after getting the translation duly authenticated by local Chamber of Commerce of bidder's country.

- 7.13 EIL has entered into a Memorandum of Understanding (MoU) with Transparency International India (TII) for implementation of Integrity Pact in EIL. The details of Independent External Monitors (IEM) are enclosed in the Bidding Document. Bidder shall sign the Integrity Pact as per the format given in the Bidding Document. The scanned copies of the same shall be uploaded in the website along with the bid. Bidder must note that non submission of Integrity Pact shall render the bid liable for rejection.

- 7.14 EIL reserve the right to assess bidder's capability and capacity to execute the work using in-house information.

- 7.15 The complete Bidding Document is available on e-tender website: <https://eprocure.gov.in/eprocure/app> . Bidders are required to submit their bid through Government of India's e-Procurement/e-tendering system <https://eprocure.gov.in/eprocure/app> only.

- 7.16 All amendments, time extension, clarifications etc. will be uploaded in the websites only and will not be published in newspapers. Bidders should regularly visit the above websites to keep themselves updated. No extension in the bid due date / time shall be considered on account of delay in receipt of any document by mail.

- 7.17 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.

- 7.18 Time and date of opening of Price Bids shall be notified to the qualified and acceptable bidders at a later date.
- 7.19 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.
- 7.20 Purchase Preference to Central Public Sector Undertakings shall be allowed as per existing Government Policy.
- 7.21 EIL reserves the right to reject any or all the bids received and to annul the bidding process at its discretion without assigning any reason whatsoever.
- 7.22 Canvassing in any form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
- 7.23 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 be debarred from bidding in future for OWNER/EIL.
- 7.24 For detailed specifications, terms and conditions and other details, refer Bidding Document.
- 7.25 Clarification, if any, can be obtained from Asst. General Manager (C & P) through Telephone – 011-2676 8361/8344 , E-mail – l.thavurya@eil.co.in / amit.agarwal@eil.co.in.

ASST. GENERAL MANAGER (C& P)
ENGINEERS INDIA LIMITED, NEW DELHI

Annexure- I A to IFB
(Letter from Statutory Auditor/CA)

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

(*) – Indicate Positive or Negative
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	<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

Annexure- I B to IFB
(Certification by Statutory Auditor/CA)

(Certification by Statutory Auditor/CA)
(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

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)

SELF-CERTIFICATION

I, _____ S/o/D/o of _____, working as CEO/CFO/Company Secretary (indicate, as applicable) of the Company _____ having its registered office at _____ certify that all the details including documents pertaining to Bidder Qualification Criteria signed by undersigned vide our offer reference _____ against your Enquiry document _____, are true, authentic, genuine and exact copy of its original.

It is certified that none of the documents are false/forged or fabricated. All the documents submitted has been made having full knowledge of (i) the provisions of the Indian laws in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of bidding conditions which entitle the Owner/EIL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.

I further certify that further documents, if any, required to be submitted by our company, shall be submitted under my knowledge and those documents shall also be true, authentic, genuine, exact copy of its original and shall not be false/forged or fabricated.

DECLARATION

I, _____ S/o/D/o of _____, working as CEO/CFO/Company Secretary (indicate, as applicable) of the Company _____ having its registered office at _____ with reference to our bid _____ against your Enquiry document _____, declare that in case, at a later date, any of the document submitted in our bid referred above is found to be false/forged or fabricated, I, shall be held responsible for the same and EIL/Owner has every right to take action against me and my company, as deemed fit as per provisions of the bidding documents including EIL/Owner's right to put our company on Holiday/Black list for future business with EIL/Owner.

Specimen Signature of authorized
representative

Signature

Name & Designation (CEO or CFO or Company Secretary)

(To be printed on Letter Head of bank)

DECLARATION FROM THE BANK FOR AVAILABILITY OF UNUTILIZED LINE OF CREDIT

Ref: _____

Date: _____

We _____, a Bank firm having our registered office address _____ confirm that the Company M/s _____, having its registered office at _____ is having account with our bank.

Presently, the credit limits of the company are as follows:

Fund Based Line of Credit (towards Working Capital like CC Limit)	Amount in (Currency_____)
Sanctioned Line of Credit	
Utilized Line of Credit	
Balance Line of Credit	

[Bank to specify as applicable]

We declare that we are scheduled bank in India; OR

We declare that we are a commercial bank having Net worth more than equivalent INR 1000 Million as per latest audited financial statements.

Yours Faithfully,

Signature
Name & Designation
e-mail ID
Fax number

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

From:

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

To
Mr. L. Thavurya, AGM (C&P)
Engineers India Limited,
1, Bhikaiji Cama Place,
EIB – II Floor
New Delhi – 110066, INDIA

SUBJECT : Empanelment of Direct and Indirect Tax Consultants
(BIDDING DOCUMENT NO. LT/8533-000-SE-9838/1027)

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. 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.
3. We understand that any technical or commercial deviation in the offer shall render our offer liable for rejection.

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 ACKNOWLEDGEMENT LETTER

E-MAIL # : l.thavurya@eil.co.in / amit.agarwal@eil.co.in

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

AGM (C&P)
Engineers India Limited,
1, Bhikaiji Cama Place,
EIB – II Floor
New Delhi – 110066, INDIA

Kind Attention : **MR. L. THAVURYA**
Bidding Document No. : **LT/8533-000-SE-9838/1027**
Name of Work : **Empanelment of Direct and Indirect Tax Consultants**
Due Date : **23.10.2017 up to 1200 Hrs. (IST)**

Dear Sirs,

We acknowledge with thanks receipt of your above cited Bidding Document alongwith 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 :

**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, AGM (C&P)

Engineers India Limited,

1, Bhikaiji Cama Place,

EIB – II Floor

New Delhi – 110066, INDIA

SUBJECT: Empanelment of Direct and Indirect Tax Consultants

BIDDING DOCUMENT NO.: LT/8533-000-SE-9838/1027

Dear Sir,

We _____ hereby authorize following representative(s) to attend Un-priced /Price bidopening / Pre-Bid Meeting 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.

INSTRUCTIONS TO BIDDERS

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A GENERAL

1.0 INTRODUCTION

- 1.1 EIL invites e-bids, under single stage two bid system, for the entire work covered under the Bidding Document (hereinafter for the purpose of these instructions collectively referred to as the "WORK"). The selected bidder shall be termed as Consultant/ Contractor for the tendered work.

2.0 DEFINITIONS

- 2.1 With respect to this document, the following definitions shall apply:
- i. The "Owner" shall mean means Engineers India Limited (EIL), a company incorporated in India & having its registered office at 1, Bhikaji Cama Place, New Delhi – 66.
 - ii. The "Project Manager" shall mean the project manager of Engineers India Limited or his successor or authorized nominee.
 - iii. "Instructions to Bidders" shall mean the documents describing the manner in which Bidder shall prepare and submit his bid.
 - iv. "Letter Inviting Bid" (LIB)/ "Notice Inviting Bid" (NIB) shall mean EIL's request to Bidder for a Bid/ Tender together with the Bidding Document.
 - v. "Tender" or "Bid" shall mean Bidder's offer to perform the Work, in accordance with Bidding Document.
 - vi. "Tender Document" or "Bidding Document" shall mean the documents issued to the bidder including any subsequent addenda to enable bidder submit his Bid.
 - vii. "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 any Indian bidder meeting the Bidder Qualification Criteria (BQC).
- 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 Within 3 (Three) days of issue of Bidding Document, Bidder shall 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 Bid, within 3 days of receipt of the Bidding Document.

6.0 SPLIT-UP OF WORK

The maximum number of bidders to be empaneled by EIL shall be limited to Five for the duration of the empanelment.

7.0 SITE VISIT

- 7.1 Not Applicable

B BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENT

8.0 BIDDING DOCUMENT

- 8.1 The Bidding Document can be downloaded from the designated website(s) given in IFB/ LIB.
- 8.2 Bidder shall submit the Master Index of the bidding document duly signed and stamped in token of having received, read and complied to all parts of Bidding Document. The Bidding Document shall be read in conjunction with any Amendment.
- 8.3 The Bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications 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 shall at all times remain the exclusive property of EIL 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 with ITB, 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 :
- a) Technical details, documents, design, filled datasheets as per Scope of Work document & PTR including supporting documents (if applicable).
 - b) 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 attached with ITB 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 and stamped 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 / EIL 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 JOINT VENTURES/CONSORTIUM

Unincorporated Joint ventures (JV) / Consortium Bids shall not be accepted.

13.0 LANGUAGE OF BID

The Bid prepared by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the Owner / 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.

14.0 COMPLIANCE TO BID REQUIREMENT

14.1 ZERO DEVIATION:

- 14.1.1 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 enclosed Bidding Document to avoid wastage of time and money in seeking clarifications on technical / commercial aspect of the offer.
- 14.2 Accordingly, Bidder must upload format for "Compliance to Bid requirement" (Annexure – I to ITB) as enclosed with this Bidding Document duly filled in along with unpriced part of Bid.
- 14.3 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/ Services
 - (e) Scope of Supply
 - (f) Termination

- (g) Force Majeure
- (h) Bid Validity
- (i) Integrity Pact

- 14.4 Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.
- 14.5 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.

15.0 DOCUMENTS COMPRISING BID

- 15.1 Bidders should submit their bid through Govt. of India's Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> only. Bidder shall follow the guidelines as given in Annexure-VI to ITB of the Bidding Document for submission of their bid in CPP Portal <https://eprocure.gov.in/eprocure/app>
- 15.2 The e-Bid should be prepared by the Bidder and shall be submitted on the aforesaid website in two parts as per the following details:
 - a. PART – I : Techno-Commercial / Unpriced Bid
 - b. PART - II : Price Bid.

15.3 PART – I : TECHNO-COMMERCIAL/ UNPRICED BID

- 15.3.1 This part shall 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 enclosed 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 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. a) Details of experience meeting the Experience Criteria of BQC by the Bidder as per **Annexure – IX** to ITB along with the supporting documents mentioned in IFB.

Bidder are required to submit all such past experience (s) (PTR) meeting the BQC alongwith relevant supporting documents in the first instance itself, alongwith the bid. Accordingly, only such past experience (s) shall be considered for qualification, details of which are provided in the bid by the bidder and subsequently no additional past experience (PTR) shall be sought from the Bidder
 - b) Details of Financial Capability as per **Annexure - VII** to ITB alongwith financial documents required as per IFB.

- v. Compliance to Bid requirement as per **Annexure-I** to ITB.
- vi. Commercial Questionnaire as per as per **Annexure-II** to ITB.
- vii. The above documents shall be submitted as per Check-List attached as **Annexure-III** to ITB.
- viii. Bank Mandate Form duly filled, signed & stamped and certified by the Bank as per **Annexure-IV** to ITB.
- ix. Bidder's General Information as per **Annexure-V** to ITB.
- x. Declaration by Bidder as per **Annexure-VI** to ITB
- xi. Integrity Pact duly signed & stamped by authorised signatory
- xii. Organization details
 - In case of a proprietorship firm, the name and address of proprietor, and self-declaration.
 - In case Bidder is a partnership firm, certified copy of the partnership deed.
 - In case of company (whether private or public), copy of the 'Certificate of Incorporation' together with certified Memorandum/ Articles of Association.
- xiii. As a token of confirmation that prices are quoted in the requisite format strictly complying to the requirement, unpriced copy of Schedule of Rates as submitted in the price bid, with prices being replaced by word "quoted", shall be submitted along with the un-priced bid.
- xiv. Any other information required in the Bidding Documents or considered relevant by the bidder.
- xv. In addition to above, MSE bidder shall also submit the following:
 - a) Duly notarised 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.
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
 - c) If the MSE 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. All documents submitted against MSE, if any) shall either be notarised by any Notary Public or shall be duly certified by the Statutory Auditor of the bidder in original, in line with the requirement of IFB/LIB.

15.4 PART - II - PRICE BID

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

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

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).

16.0 BID PRICES

- 16.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the Part(s) awarded to the bidder, based on the Schedule of Rates submitted by the Bidder and accepted by the Owner.
- 16.2 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.
- 16.3 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 as per Scope of work/ services or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 16.4 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).
- 16.5 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.
- 16.6 Bidder shall quote prices including all expenses other than applicable outstation travel and service tax / GST inline with specific requirement of contract.
- 16.7 Prices quoted by the bidder, shall remain firm and fixed and valid until the contract period, unless otherwise mentioned elsewhere in the Bidding Document, and will not be subject to variation on any account except as otherwise specifically provided in the Contract documents.

17.0 CURRENCIES OF BID & PAYMENT

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

18.0 BID VALIDITY

- 18.1 Bid submitted by Bidder shall remain valid for a minimum period of 03 (Months) months from the due date of opening of Bids. Bidders shall not be entitled during the said period, without the consent in writing of the Owner / EIL, to revoke or cancel their Bid or to vary the Bid given or any term thereof.
- 18.2 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. However, bidders agreeing to the request for extension of validity of bid will not be permitted to modify the bid.

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) <https://eprocure.gov.in/eprocure/app> as per the guidelines given in the bidding 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', 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 either directly (as a single bidder or as a member of consortium) or indirectly (as a sub-contractor) failing which following actions shall be initiated:
- All bids submitted by such bidder (say 'A') directly & indirectly, shall stand rejected.
 - If another bidder (say 'B') has proposed bidder 'A' as a sub-contractor then bidder 'B's bid shall also be rejected. However, in case the bidder 'B' has also proposed an alternative sub-contractor who is other than the bidder 'A', then bidder 'B's bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative/ multiple bids.

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

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

- 22.2 No Document is required to be submitted in physical form.
- 22.3 Bidders in their own interest are requested to register on e- tendering portal and upload their bid well in time.
- 22.4 All Clarification/ correspondences if any, will only be entertained by EIL from 0900 Hrs. (IST) to 1600 Hrs. (IST) only, during the office working hours.

23.0 DEADLINE FOR SUBMISSION OF BID

- 23.1 The bid must be submitted online at e-tender site of EIL within due date and time for bid submission as specified in IFB/ LIB only 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 been issued the bidding document, extend the deadline for the submission of bids in which case all rights and obligations of the Employer / Consultant and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.
- 23.2 Bidders in their own interest are requested to register on e- tendering portal and upload their bid well in time.
- 23.3 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 OPENING OF TECHNO-COMMERCIAL BIDS

- 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 any other such details as EIL may consider appropriate will be announced during un-priced bid opening.

27.0 EVALUATION OF TECHNO-COMMERCIAL BIDS

- 27.1 Prior to detailed evaluation of bids, the Owner will determine whether each bid totally comply to the requirement of bidding document.

- 27.2 Completeness of bid is the responsibility of Bidder and no relief or consideration can be given for errors and omissions made by the Bidder inadvertently or advertently. Bid with incomplete information may be liable for rejection. The Owner will examine the bids to determine whether they are complete and whether the bids are generally in order.

- 27.3 Bidders shall be pre-qualified for detailed evaluation of their Bids based on the Bid Qualification Criteria as defined in IFB. In case of any discrepancy of Bidder's Qualification Criteria mentioned in the IFB and elsewhere in the Bidding Document, the condition mentioned in IFB shall prevail over others.

- 27.4 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 / EIL'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.

- 27.5 Prior to detailed Bid evaluation, the OWNER will determine the substantial responsiveness of each Bid with respect to the Bidding Documents. The Owner / EIL 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.

- 27.6 No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the bid. Any conditions, if stipulated, shall be treated as null and void and may render the bid liable for rejection.

- 27.7 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.
- 27.8 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/EIL and are required to be withdrawn by the bidder in favour of stipulations of the bidding documents.
- 27.9 EIL reserve the right to assess Bidder's capability and capacity to execute the work using in-house information including taking into account other aspects such as concurrent commitments, past performance etc.
- 27.10 **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.
- 27.11 **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 sub-total and 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 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.

29.5 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 sub-total and total amount shall be corrected as per the provisions of Clause at Sl. No. 29.0 above.

30.2 The price bids shall be evaluated inline with "AWARD AND EXECUTION METHODOLOGY" enclosed in the Bidding Document.

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.

30.4 Purchase Preference to Central Public Sector Undertakings shall be allowed as per existing Government Policy.

31.0 CONTACTING THE OWNER

31.1 Bidders are advised not to contact 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 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 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 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 Detailed Letter of Acceptance has been signed.

33.2 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.

34.0 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.

ANNEXURE-I TO ITB

SUBJECT : Empanelment of Direct and Indirect Tax Consultants

BIDDING DOCUMENT NO. : LT/8533-000-SE-9838/1027

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.

STAMP AND SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

NOTE: To be stamped and signed by the authorised signatory and submitted alongwith Techno-commercial-part.

ANNEXURE-II TO ITB

SUBJECT : Empanelment of Direct and Indirect Tax Consultants

BIDDING DOCUMENT NO. : LT/8533-000-SE-9838/1027

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 03 (Three) months from the date of opening of Unpriced Part of Bid.	
2.0	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	
3.0	Confirm that the following documents are Submitted with Part-I:	
a)	All documents as per CHECK LIST.	
b)	Master Index as issued is Submitted, duly signed, in unpriced part.	
c)	Compliance letter for Addendum / Amendments as a token of acceptance (Applicable, if issued).	
4.0	Confirm your compliance to critical stipulations of Bidding Document as mentioned in ITB/IFB	
5.0	Schedule of Rates/Price	
a)	Confirm that the Price Part of Bid as per Schedule of Rates format enclosed with Bidding Document has been duly filled in for each item and submitted.	
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.	
6.0	Confirm that you have studied complete Bidding Document and your Bid is in accordance with the requirements of the Bidding Document.	
7.0	Confirm your acceptance for Time Schedule/ Contract Period/ Empanelment Period as mentioned in Bidding Document.	
8.0	Confirm that your quoted price includes all taxes, duties as applicable for this Work except Service Tax and Cess in accordance with the provision of Special Conditions of Contract.	

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
9.0	Confirm your compliance to the Qualification & Experience requirement of Key personnel to be deployed in line with scope of work/ Technical section.	
10.0	Confirm that you shall deploy adequate qualified supervisory personnel having requisite experience in line with scope of work/ Technical section.	
11.0	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bidding Document.	
12.0	a) We confirm that we are not involved in any Litigation/ Arbitration.	
	OR	
	<p>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.</p> <p>*Note: In case bidder affirms that present litigations / arbitrations have impact on their obligations to perform the contract or does not provide affirmation as above, their bid shall be rejected</p>	
13.0	Confirm that Bidder is not under Liquidation, court receivership or similar proceedings.	
14.0	Confirm that the Bidder is not on holiday / negative list of EIL as on due date of submission of bids.	
15.0	Confirm that the all the authenticated documents submitted for meeting BQC are certified as per the authentication requirement defined in the Bidding Document.	

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

ANNEXURE-III TO ITB

CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist **with each copy of the "Techno-Commercial Part"** [Part-I]

Please tick (√) the box and ensure compliance:

- 1.0 **Validity of Bid** shall be **3 months** from the date of opening of Techno-commercial Part.
Yes ☐
- 2.0 **Power of Attorney** in favour of person who has e-signed the Bid or **declaration of proprietorship/Individual**

Submitted ☐ Proprietary Organisation/ Individual ☐
- 3.0 **Bid Compliance Statement** (confirmation for no deviation stipulated in Bid) in the proforma enclosed.
Submitted ☐
- 4.0 **Master Index** along with addendum, if any, duly filled in, signed and stamped in each page.
Submitted ☐
- 6.0 **Information about legal cases & declaration regarding delisted / banned** in the proforma enclosed.
Submitted ☐
- 7.0 **Unpriced copy of price bid (prices replaced by word "Quoted")**
Submitted ☐
- 8.0 **Price part** have been uploaded at the designated place of the **EIL e-Tendering website**
Submitted ☐

9.0 BQC Booklet (Experience related documents) and Any other information/ technical documents (mentioned in scope of work) or considered relevant by the bidder.

Submitted

☐

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

BANK MANDATE FORM

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:

Signature of the authorised official of the bank

ANNEXURE –V TO ITB

BIDDER'S GENERAL INFORMATION

To
Engineers India Limited,
Tower-1, 1st Floor,
R&D Complex, Sector-16
Gurgaon -122001
India

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 Mobile Number: _____

1-7 E-mail address: _____

1-8 Website: _____

1-9 Fax Number: _____

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

1-10 ISO Certification, if any {If yes, please furnish details}

1-11 Banker's Name : _____

1-12 Branch : _____

1-13 Branch Code : _____

1-14 Bank account number : _____

1-15 Excise Registration number : _____

1-16 Excise Range : _____

1-17 Excise Division : _____

1-18 Excise Collectorate : _____

1-19 Service Tax Registration No. _____

1-20 Local ST No. : _____

1-21 CST No. : _____

1-22 PAN No. : _____

1-23 Whether SSI/ MSME Registered Or not : _____

(SIGNATURE OF BIDDER WITH SEAL)

ANNEXURE –VI TO ITB

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 submitting 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 in Price Bid 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 e-Bid.

FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER**A. ANNUAL TURNOVER OF LAST 3 YEARS:**

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

B. NET WORTH FOR LAST AUDITED FINANCIAL YEAR i.e. _____ IS Rs. _____

The definition of networth, based on the immediate preceding years Audited financial results shall be calculated as per following:-

The networth means paid up share capital, Share application money pending allotment* and reserves# less accumulate losses and deferred expenditure to the extent not written off.

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.

Accordingly, the definition of networth shall be as follows:

Paid up share capital	XXXX
Add: Share application money pending allotment	XXXX
Add: Reserves (as defined above)	XXXX
Less: Accumulate Losses	XX
Less: Deferred revenue expenditure to the extend not written off	XX
Networth	XXXX

C. WORKING CAPITAL FOR LAST AUDITED FINANCIAL YEAR i.e. _____ IS Rs. _____

The definition of Working Capital for evaluation for evaluation based on the immediate preceding years Audited financial results shall be as follows:-

Working Capital = Current Assets –Current Liabilities

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

ANNEXURE –VIII TO ITB

DELETED

ANNEXURE –IX TO ITB

FORMAT FOR DETAILS OF SIMILAR GOODS/WORK/SERVICES SUPPLIED/ DONE

S No .	Description	Confirmation alongwith supporting documents
1	Experience Criteria as per clause no. 6.1 (1) of Invitation for Bids (IFB)	
2	Experience Criteria as per clause no. 6.1 (2) of Invitation for Bids (IFB)	
3	Experience Criteria as per clause no. 6.1 (3) of Invitation for Bids (IFB)	
4	Experience Criteria as per clause no. 6.1 (4) of Invitation for Bids (IFB)	
5	Experience Criteria as per clause no. 6.1 (5) of Invitation for Bids (IFB)	
6	Experience Criteria as per clause no. 6.1 (6) of Invitation for Bids (IFB)	
7	Experience Criteria as per clause no. 6.1 (7) of Invitation for Bids (IFB)	
8	Experience Criteria as per clause no. 6.1 (8) of Invitation for Bids (IFB)	

Instructions:

- 1) Bidders are expected to provide details of the work meeting the Experience criteria as given in IFB for qualification purpose.
- 2) In support of meeting the requirements of Experience Criteria as detailed in IFB, all the documents required as per IFB to be enclosed.

ANNEXURE –X TO ITB

BIDDER'S QUERIES

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

NOTE:

1. Bidder's Queries may be sent by e-mail to l.thavurya@eil.co.in/ amit.agarwal@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 : _____

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: <https://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:

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

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://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 (<https://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 <https://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.

INTEGRITY PACT

Engineers India Limited (EIL) hereinafter referred to as "The Principal"

and

_____ hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award under laid down organizational procedures, contract against enquiry no. for The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder (s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principle mentioned above.

Section-1- Commitments of the Principal

1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder (s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidders (s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.



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

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant Anti-Corruption Law of India; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/ Contractor(s) of the Indian Nationality shall furnish the name and address of the foreign principals or associates if any. All the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offence outlined above or be an accessory to such offences.
3. The word "he/his" would include an individual or a partnership or a consortium, which is a party to this agreement.

Section 3- Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above or in any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process and take appropriate action. .



Section 4-Compensation for Damages

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

Section 5-Previous transgression

- 1) The Bidder/Contractor declares that no previous transgression occurred in the last 3 years with any other Company In India and outside conforming to the TII's anti-corruption approach including Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder/Contractor makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken..

Section 6- Equal treatment of all Bidders/contractors

1. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
2. The Principal will disqualify from the tender process all bidders/Contractors who do not sign this Pact or violate its provisions.

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

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

Section 8- Independent external monitor/ monitors.

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.



2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, EIL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors also. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) as confidential.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CMD, EIL within 8 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD, EIL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, EIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word 'Monitor' would include both singular and plural.


Section 9- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD,EIL.



Section 10- Other provisions

1. The agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the principal, i.e., New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Bidder/contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Integrity Pact and its Annexures, the Clause in the Integrity Pact will prevail.


(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/ Contractor)
(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____



Details of Independent External Monitors (IEM)

The details of Independent External Monitors (IEM) are as follows :

1. Sh. Nirmal Singh, IAS(Retd.),
A-81, Sector-46,
Noida- 201303,
Uttar Pradesh
Email : singhnirmal48@yahoo.com

2. Shri. K.Sekar,
“SAKTHI ILLAM”
Plot No. 12, Malar Nagar
Darasuram-612702
Tanjore Dist., Tamil Nadu
Email ID : ushasekar_2@yahoo.com

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.

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.
- 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, 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 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. EIL may assign or transfer all or any part of its interest herein to any other person with prior notification to the Guarantor. The Guarantor may not assign or transfer any of its rights or obligations under this Guarantee.
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_____ and any extension(s) thereof; and
 - (iii) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before _____ or the date of expiry of any extension(s) thereof if this guarantee/ undertaking has been extended."

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 or 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 CONTRACT PERIOD/ EMPANELMENT PERIOD

The Consultant shall be empanelled for a period of two years from the date of empanelment (i.e. the date of Letter of Award) and may be extendable, at the discretion of EIL, for further period, not extending 1 (one) year, on same terms and conditions as applicable for second year.

4.0 TAXES, DUTIES AND LEVIES

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

- 4.1 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).

- 4.2 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 there under, EIL shall not be liable to make any payment on account of GST against such invoice.
- 4.3 GST shall be paid extra as per FORM SP-1 (Rev. 1) against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or nonpayment of GST by the contractor/vendor, EIL shall withhold the payment of GST.
- 4.4 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.
- 4.5 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/Client to Contractor / Supplier.
- 4.6 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 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 for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.
- 4.7 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 for reasons attributable to Contractor / Vendor, EIL 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 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.
- 4.8 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.
- 4.9 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.
- 4.10 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.
- 4.11 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/Client Account.
- 4.12 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.
- 4.13 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 column for GST (CGST & SGST/UTGST or IGST) of price schedule.

- 4.14 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.

5.0 **INCOME TAX & CORPORATE TAX**

- 5.1 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.

- 5.2 Corporate Tax Liability if any shall be to Contractor's account.

6.0 **FIRM PRICE**

- 6.1 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.

7.0 **STATUTORY APPROVALS**

- 7.1 Obtaining statutory approvals, required as defined in Contractor's scope under Technical Scope of Work, shall be the responsibility of the Contractor.
- 7.2 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.
- 7.3 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.

8.0 **TERMS OF PAYMENT**

- 8.1 The payment shall be made as per clause no. 2 of SPECIAL CONDITIONS OF CONTRACT enclosed in Scope of Work of the Bidding Document.
- 8.2 Payment shall be released either through Electronic Clearing System (ECS) / Electronic Fund Transfer (EFT) / Real Gross Time Settlement (RGTS) or through Internet. The attached mandate form shall be duly filled in and submitted in advance to facilitate payment.

9.0 **ROUNDING OFF**

- 9.1 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.

10.0 **SUB-CONTRACTING:**

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

11.0 **NON WAIVER:**

- 11.1 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.

12.0 **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 a 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.

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

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

13.2 Clause Nos. 8, 11, 20 and 23 of GCC are valid to the extent applicable for the scope of work/ service under the subject contract.

13.3 Clause Nos. 6, 7.2, 7.3, 7.5 to 7.12, 7.14, 9.2 , 12, 17.2, 17.3 & 26.4 of GCC shall not be applicable and stands deleted.

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

13.5 Clause No. 25.2 & 25.3 of GCC stands replaced by the Annexure A attached to SCC herewith.

13.6 Formats enclosed as Appendix I to Appendix III of General Conditions of Contract shall not be applicable and stands deleted.

13.7 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.

14.0 **CONFLICT OF INTEREST**

The Consultant shall avoid any conflict of interest while discharging contractual obligations and bring beforehand, any possible instance of conflict of interest to the knowledge of Owner, while rendering any advice or service.

The Consultant must act, at all times, in the interest of the Owner and render any advice or service with profession integrity. A Consultant is expected to undertake an assignment, only in areas of its expertise and where it has capability to deliver efficient and effective advice/ services to the Owner.

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.

SCHEDULE OF RATES

NAME OF WORK
BIDDING DOCUMENT
NAME OF BIDDER

Empanelment of Direct and Indirect Tax Consultants
LT/8533-000-SE-9838/1027
M/s.

PREAMBLE TO SCHEDULE OF RATES


1. The Schedule of Prices shall be read with all other sections of this Bidding Document.
2. The Contractor is deemed to have studied the scope of work, scope of supply and TERMS & conditions of the Bidding Document.
3. All duties and taxes under the Contract, or for any other cause, shall be included in the Schedule of Prices except GST.
4. Bidders must submit the firm RATES for all the items of Schedule of Rates. The Bids of all such bidders not complying this requirement, shall not be accepted.
5. Bidder shall quote prices including all expenses other than applicable outstation travel as mentioned in specific requirement of contract in the Bidding Document.
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. No claim shall be entertained during currency of this Contract towards any items due to the above including where the Contractor has quoted low/ high rates.

STAMP & SIGNATURE OF BIDDER

SCHEDULE OF RATES

NAME OF WORK : EMPANELMENT OF DIRECT AND INDIRECT TAX CONSULTANTS
BIDDING DOCUMENT NO. :
NAME OF BIDDER :

1	13.04.2017	ISSUED FOR TENDER	KUMUD RANJAN JHA Dy. Manager (F&A)	INDER CHAWLA DGM (F&A)	S. Dhar GM (F&A)
Rev No	Date	Purpose	Prepared by	Reviewed by	Approved by

	ENGINEERS INDIA LIMITED NEW DELHI	Project: EMPANELMENT OF DIRECT AND INDIRECT TAX CONSULTANTS		SCHEDULE OF RATES	REV
		Div.: F&A	Dept.: F&A	Page 1 of 2	0

‘SCOPE OF WORK’

‘AWARD METHODOLOGY’

&

‘SPECIAL CONDITIONS OF CONTRACT’


OF

TENDER

FOR

‘EMPANELMENT OF DIRECT AND INDIRECT TAX CONSULTANTS’

1	13-04-2017	ISSUED FOR TENDER	KUMUD RANJAN JHA Dy. Manager (F&A)	INDER CHAWLA DGM (F&A)	S. Dhar GM (F&A)
No.	Date	Revision	Prepared by	Reviewed by	Approved by

 ENGINEERS INDIA LIMITED <small>(भारत सरकार का उपक्रम)</small> <small>(A Govt. of India Undertaking)</small> Copyright EIL -All rights reserved Template No 5-0000-0001-T1 Rev. 0	EMPANELMENT OF DIRECT AND INDIRECT TAX CONSULTANTS	Document No. 8533/F&A/2017-18/	Rev. 0
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EMPANELMENT OF DIRECT AND INDIRECT TAX CONSULTANTS

I. BACKGROUND

Engineers India Limited (EIL) is a public sector undertaking of Govt. of India under the Ministry of Petroleum and Natural Gas. Engineers India Limited has emerged as Asia's leading design, engineering and turnkey contracting company in the field of Petroleum refining, Petrochemicals, Chemicals and Fertilizers, Pipelines, Offshore Oil and Gas, Onshore Oil and Gas, Terminals and Storages, Mining and Metallurgy, Infrastructure etc. Engineers India Limited is executing various LSTK / OBE jobs in the state of Tamilnadu, Haryana, Odisha, Karnataka, Gujarat, and Andhra Pradesh. Further, EIL has operations in many overseas jurisdictions, viz. Algeria, Abu Dhabi, Saudi Arabia, Bahrain, Bangladesh, Indonesia, Nigeria, Oman, Italy, China, UK etc.

EIL proposes to empanel a group of direct and indirect tax consultants for providing various advisory assistance, compliance assistance, assistance in relation to contracts and litigation assistance for a period of two years from the date of empanelment.

<div><div>इंजीनियर्स इंडिया लिमिटेड</div><div></div><div>ENGINEERS INDIA LIMITED</div><div>(भारत सरकार का उपक्रम) (A Govt. of India Undertaking)</div></div> <div>Copyright EIL -All rights reserved</div> <div>Template No 5-0000-0001-T1 Rev. 0</div>	EMPANELMENT OF DIRECT AND INDIRECT TAX CONSULTANTS	Document No.	Rev.
		8533/F&A/2017-18/	0
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II. SCOPE Of WORK

A. INDIRECT TAXATION

(i) Advisory Assistance

- Advisory on Indirect taxes including the following:
 - (a) Customs
 - (b) Excise duty
 - (c) Service tax
 - (d) Foreign Trade Policy 2015-2020
 - (e) Value Added Tax
 - (f) Entry tax
 - (g) Other local taxes
 - (h) GST and any other new taxes if introduced at a later date (it may be noted that advisory on GST shall be obtained during second year of empanelment only).
- Review of procurement and supply agreements to evaluate the tax impact
- Conceptualization of alternate business models to optimize impact of all indirect taxes
- Advise on state and local incentive (including Special Economic Zones) for various business activities
- Assistance with classification issues, exemption and valuation matters
- Assistance in relation to credit issues, refunds and assessments etc.
- Assistance during audit process initiated by Service tax and similar statutory authorities
- Any other assistance that may be required and called upon from time to time including but not limited to assistance during project execution stage

(ii) Compliance Assistance

- Assistance on compliance in relation to obtaining registration, computation and guidance in relation to discharge of liabilities under the following legislations:
 - (a) Customs
 - (b) Excise duty
 - (c) Service tax
 - (d) Value Added Tax
 - (e) Entry tax
 - (f) Other local taxes
 - (g) GST and any other new taxes if introduced at a later date (it may be noted that advisory on GST shall be obtained during second year of empanelment only).

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- Assistance in filing returns
- Advice and assistance on Sales tax / WCT routine assessments

(iii) Assistance in relation to contracts

- Assistance in drafting tenders, contracts, and documents in relation to the operations of EIL from tax perspective
- Review of tenders, contracts and documents in relation to the operations of EIL from tax perspective
- Assistance during contract negotiation relating to taxes

(iv) Litigation Assistance

- Assistance in relation to drafting of responses to show cause notices, drafting of appeals, detailed research on various issues involved, review of underlying documents etc.
- Attending personal hearings before, departmental officers, Commissioner Appeals, in relation to the above scope, as may be called upon to assist, from time to time and appointing third party in relation to the same wherever required
- Making necessary representations / submissions during hearing
- Assistance in alternate dispute resolution viz arbitration, conciliation etc. as may be called upon to assist during the course of routine operations
- Assistance in obtaining advance rulings, determination of disputed questions, as and when required

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B. DIRECT TAXATION

(i) Advisory Assistance

- Advisory services in relation to direct tax issues involved under the Income Tax Act, 1961 and the Income Tax Rules, 1962.
- Advise on various issues involved under the Income Computation and Disclosure Standards.
- Advise on the applicability of TDS and the applicable rate of tax to be withheld on various domestic and foreign payments made by EIL and advise on various procedural requirements under Income Tax Act while making any payment outside India.
- Advising EIL on transactions to optimize corporate income tax in view of change in tax laws / judicial precedents.
- Advising EIL on tax implication of proposed contracts / transactions and identify contract-structuring options to optimize total tax liability.
- Any other advice / opinion that may be required in relation to direct taxes.

(ii) Compliance Assistance

- Review and advise on the key positions adopted in the corporate tax returns filed by EIL with the revenue authorities.
- Review and advise on the treatment followed in the computations of current tax & deferred tax for various transactions involved in implementation of Indian Accounting Standards.
- Advising on the compliances to be undertaken by EIL specifically with regard to timeliness in payment of advance tax (including appropriateness thereof), TDS payments, filing of TDS returns, etc.
- Advising on the corporate tax compliances to be undertaken by EIL for its foreign offices (Algeria, Abu Dhabi, Venezuela, Saudi Arabia, Bahrain, Bangladesh, Indonesia, Nigeria, Oman, Italy, China and UK) with respect to provisions of Indian Income Tax Act, 1961 and the Double Taxation Avoidance Agreements entered into between India and the respective countries having regard to the nature of contracts being awarded to EIL by the clients.

(iii) Assistance in relation to contracts

- Assistance in drafting / review of tenders, contracts and documents in relation to the operations of EIL from tax perspective.

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- Assistance during contract negotiation relating to taxes.

(iv) Litigation Assistance

- Assistance in relation to drafting of necessary submissions in response to assessment / reassessment notices, detailed research on various issues involved, review of underlying documents, attending personal hearings before assessing authorities and advising the way forward out of the order of AO.
- Drafting & filing of appeals and representing EIL before the CIT(A) till final disposal of the matter by the appellate authority and advising the way forward.
- Assistance in obtaining advance rulings, determination of disputed questions, as and when required.

The above mentioned scope of work is indicative in nature and the specific queries may vary but shall be within the overall ambit as stated above.

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AWARD and EXECUTION METHODOLOGY

1. Blended Man-hour rate for advisory, drafting and representation services shall be solicited from all the agencies. The quoted rate shall be all inclusive but excluding applicable Indian service tax / GST thereon which shall be payable extra at actuals.
2. Agency shall invoice in INR and payment towards the same shall be made by EIL in INR.
3. Bidders who score minimum 65% marks in Bidders' Qualification Criteria (BQC) shall be considered technically qualified. Those bidders who do not score minimum 65% marks in Bidders' Qualification Criteria shall be rejected.
4. Bids shall be evaluated based on blended man-hour rate excluding Indian service tax / GST. L1 bidder shall be determined for first and second year separately. Once the L1 rates are determined, in order to get empaneled with EIL, all agencies shall be required to match the L1 rates for first and second year separately. Year wise empanelment is also permissible. Thereafter, empaneled rate and the empaneled agencies shall be available with EIL.
5. However, the maximum number of bidders to be empaneled by EIL shall be limited to five for the duration of the empanelment. Further, in order for bidders to match the L1 rates so as to get empaneled with EIL, initially opportunity shall be given to the subsequent four bidders only, in the order of their Blended Man-hour rate status (i.e. L2 to L5). In case any of these sequential four bidders, do not match the L1 rate, only then an opportunity for getting empaneled with EIL shall be given to the next sequential bidder in the order of their rate status.
6. The empanelment shall be valid for 2 (two) years from the date of empanelment and may be extendable, at the discretion of EIL, for further period, not extending 1 (one) year, on same terms and conditions as applicable for second year. The empaneled rates shall be firm and valid during the entire period of empanelment.
7. Post empanelment, when any assignment as per scope of work is required to be executed, ceiling man-hours for the particular assignment shall be requested from each empaneled agency. All agencies shall be required to provide the ceiling man-hours through its official email to the Officer-in Charge over the official email within the maximum time period of 24 hours. Quotes received after expiry of 24 hours shall not be considered. The L1 bidder will be required to complete the awarded work within the quoted man-hours and in case the actual man-hours exceed during the execution phase, the payment shall be restricted to the quoted man-hours.
8. The assignment shall be awarded to that agency which quotes the least number of man-hours at the empaneled man-hour rate. In case of tie amongst the agencies, EIL shall have the discretion to award the specific assignment.
9. EIL shall exhibit its sole discretion for choosing a particular agency out of the empaneled list of agencies, in case of any emergencies or exigencies for a particular assignment given the timeline or any other requirement, and without the requirement of soliciting man-hours from the empaneled agencies.

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10. Also, within the empanelment period, in case of a repeat assignment, or an assignment with the nature of services similar to an earlier executed assignment (and it merits to be stated that EIL shall have the sole right to determine the nature / similarity of such services), EIL reserves the right to award such repeat assignment to the same party which had earlier executed the similar assignment.
11. The timeframe for each job of opinion / drafting of replies to SCNs or appeals will be mutually fixed considering the nature of work and the relevant provisions of law and best endeavor should be made to adhere to the timeframe.

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SPECIAL CONDITIONS OF CONTRACT

1. NO DEVIATION BID: Bidders must not take any exception / deviation to the bid document. Bids subject to deviations / exceptions / clarifications etc. shall be rejected.
2. TERMS OF PAYMENT: 100% payments due shall be released within 30 days of receipt of invoices and acceptance of the work.
3. PERIOD OF EMPANELMENT: The empanelment shall be valid for 2 (two) years from the date of empanelment and may be extendable, at the discretion of EIL, for further period, not extending 1 (one) year, on same terms and conditions as applicable for second year. The empaneled rate shall be firm and valid during the entire period of empanelment.
4. COMPLETION SCHEDULE FOR EACH ASSIGNMENT UNDER THE EMPANELMENT: The timeframe for each job of opinion / drafting of replies to SCNs or appeals will be mutually fixed considering the nature of work and the relevant provisions of law and best endeavor should be made to adhere to the timeframe.
5. All inclusive man-hour rate (except applicable Indian service tax/GST which shall be payable extra) shall be quoted in INR. Invoice shall be raised by the Agency on satisfactory completion of the assignment. Payment shall be made in INR within 30 business days from the date of receipt of invoice.
6. Personnel / Team engaged for performance of above services should be sufficiently qualified and have the adequate experience in executing similar assignments as well as the requisite technical knowledge as per the requirement of the scope of work. Also, each of the individual assignments awarded by EIL under the empanelment shall be led by a personnel at least of the level of Partner / Director and its team with adequate experience in the field of direct and indirect taxation.
7. EIL reserves the right to share the Advisory Report prepared and submitted by the Consultant/Agency with other interested persons without any charges, risk and responsibility of the Consultant/Agency.
8. The quoted man-hour rate shall remain firm during the entire period of empanelment.
9. The quoted man-hour rate shall be inclusive of Local travel and conveyance (i.e. travel within Delhi/NCR).
10. Outstation travel (i.e. travel outside Delhi/NCR), boarding, lodging, if required and necessary for executing the assignment, shall be paid extra at actuals. Such travel shall be undertaken by the agency only after prior written approval of EIL.

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