ENGINEERS INDIA LIMITED

(BIDDING DOCUMENT NO. DC/8590-000-SE-T-1904/341)

(DOMESTIC COMPETITIVE BIDDING)

BIDDING DOCUMENT FOR

SUPPLY OF HIGH SPEED DIESEL AT EIL OFFICE COMPLEX GURUGRAM

Prepared & Issued by:

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ENGINEERS INDIA LIMITED
(A Govt. of India Undertaking)

MASTER INDEX

Name of Work : Supply of High Speed Diesel at EIL Office Complex Gurugram
Bidding Document No. : DC/8590-000-SE-T-1904/341

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INVITATION FOR BIDS (IFB)

FOR

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(DOMESTIC COMPETITIVE BIDDING)

1.0 INTRODUCTION

Engineers India Ltd. (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 e tendering portal on "**Zero deviation bidding**" basis for the subject work from competent agencies with sound technical and financial capabilities and meeting the Bidder's Qualification Criteria as stated in this document.

2.0 BRIEF SCOPE OF WORK

Engineers India Limited (EIL) is a premier Engineering Consultancy Organization operating in the areas of Petroleum Refining, Petrochemicals, Gas Processing, Non-ferrous metallurgy and other related Process Industries. EIL has its Head Office in New Delhi / Gurgaon (NCR) with regional and out location/site offices at several locations within the country.

Supply of High-Speed Diesel from indigenous suppliers only

For detailed scope of work, please refer to technical section of Bidding Document.

3.0 SALIENT FEATURES OF BIDDING DOCUMENT

i.	Bidding Document on website	:	**From 23.04.2026 to 07.05.2026**
ii.	Period of Contract	:	The contract period shall be 3 years from date of issue of order/LOA.
iii.	Procurement Mode & Portal	:	e-Procurement through Government of India's e-Tendering portal. https://eprocure.gov.in/eprocure/app Bids submitted only through the above-mentioned E Procurement/Tendering portal on or before the Bid-Submission Date & Time shall only be considered for evaluation. No Manual Bids/Offers shall be permitted, 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. In order to perform e-procurement activities bidder shall visit the e procurement portal for e-tendering guidelines, The bidders are required to enroll/register themselves at above mentioned portal. No enrollment/registration fee would be charged from the bidders for the same.
iv.	Earnest Money Deposit (EMD) / Bid Security	:	**INR 1,62,000.00** (Indian Rupees One Lakh Sixty Two Thousand only).
v.	CPBG	:	**Bidder shall submit the CPBG for 5% of contract price valid for contract period plus Defect Liability Period plus two months claim period.**

vi.	Cut off date for submission of Pre-Bid Queries	:	up to 18:55 Hrs (IST) on **27.04.2026** Bidder to upload their queries on CPP Portal only within the cut-off date mentioned above. Pre bid queries uploaded on CPP Portal shall only be entertained. Any pre bid queries submitted through email shall not be entertained.
vii.	Pre-Bid Meeting	:	Pre-Bid Meeting shall be held at 1100 Hrs (IST) on **28.04.2026** through Microsoft Teams portal as per details below. Meeting Link- https://teams.microsoft.com/meet/47412866431201?p=mwBIDIMU9fi0ilGaMu **Join the meeting now** Meeting ID: 474 128 664 312 01 Passcode: of3Ei63F
viii.	Contact person	:	1. Mr. Shiridinadh – Engineer (SCM) Email ID: shiridinadh.g@eil.co.in Tel. No.: 011-2676 2256 2. Ms. Pankaj K Tikadar- AGM (SCM) Tel. No.: 011-2676 2210 Email ID: pankaj.tikadar@eil.co.in 3. Mr. D. Chatterjee – GM (SCM), Tel. No.: 011-26762277 Email ID : d.chatterjee@eil.co.in
ix.	Last Date and time of submission of Bids	:	**1200 Hrs. (IST) on 07.05.2026** Bidder to refer e-Tendering Portal in case of any extension of due date for submission of bids.
x.	Opening of Techno-Commercial (Un-priced) Bid	:	**1400 Hrs. (IST) on 08.05.2026** Bidder to refer e-Tendering Portal in case of any extension of opening date of techno commercial (un-Priced) bid.
xi.	Date of Opening of Price Bid	:	Shall be notified by E-Procurement Portal to all the Techno Commercial Acceptable bidders at a later date.
xii.	Bid Validity	:	03 Months from the final Bid Due Date (BDD).
xiii.	Consortium bidding	:	Not Applicable.
xiv.	Reverse Auction	:	Not Applicable.
xv.	MSE Preference	:	Applicable.
xvi.	Availability of Input Tax Credit to EIL	:	Available. (refer Instruction to Bidders)
xvii.	PPP-MII 2017 and subsequent amendments	:	Not Applicable.
xviii.	Procurement from a Bidder from a Country Sharing Land Border with India	:	Applicable.
xix.	Integrity Pact	:	Not Applicable.

xx.	EIL Banker Details	:	Beneficiary Name : Engineers India Limited Account No : 10813604212 IFSC Code : SBIN0017313 Bank Name : State Bank of India Branch address : CAG Branch-II, 4th & 5th Floor, Redfort Capital, Parsvanath Towers, Gole Market, New Delhi-110001
xxi.	Name Address for submission of original EMD and other documents as per Provisions of Bidding Document.	:	**Attn:** **Sh. Diptiman Chatterjee, GM (SCM-Inhouse)** 2nd Floor Engineers India Ltd. 1, Bhikaji Cama Place, New Delhi-110066.

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

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

4.1 Bids must be accompanied with the Bid Security / Earnest Money Deposit (EMD) as mentioned above. EMD shall be submitted in the form of crossed Demand Draft or Fixed Deposit Receipt along with Fixed Deposit Confirmation Letter by Bank as per Annexure VI to IFB or through Net Banking or in the form Bank Guarantee (BG) as per the format enclosed with GCC or Insurance Surety Bond as per Annexure VII to IFB. BG/FDR/Insurance Surety Bond shall be valid for 2 months beyond bid validity of 90 days from the due date of Unpriced Bids and shall be submitted from any Indian Scheduled Public sector or Scheduled Private sector or Indian branch of Scheduled Foreign Banks as per RBI's list of Scheduled Commercial Banks (SCBs) in the format included in Bidding Document. **Bids without the requisite EMD as mentioned above shall be rejected.**

4.2 Against submission of Earnest Money Deposit (Bid Security) Electronic Bank Guarantee shall also be acceptable in place of SFMS based bank Guarantee. For issuance of Electronic Bank Guarantee through National E- Governance Services Limited (NeSL) platform, details of Engineers India Limited (Beneficiary) are as under:

(i)	PAN	AAACE5318C
(ii)	Name	Engineers India Limited
(iii)	Date of Incorporation	15.06.1965
(iv)	Email ID	eil.ebg@eil.co.in
(v)	Contact No.	9999119550
(vi)	Legal Constitution	Entity
(vii)	Registered office address	Engineers India Bhawan, 1, Bhikaji Cama Place, New Delhi-110066, India
(viii)	Registered office address Pin code	110066
(ix)	Communication address	Engineers India Bhawan, 1, Bhikaji Cama Place, New Delhi-110066,
(x)	Communication Address Pin code	110066

4.3 Bidder shall be required to submit genuine & valid DD / BG as per format enclosed with GCC /Insurance Surety Bond as per **Annexure VII to IFB** / FDR along with Fixed Deposit Confirmation Letter by Bank as per **Annexure VI to IFB** with the bid meeting the requirements for the same specified in the bidding document in the first instance itself. Bids submitted without Bid Security or Bids Submitted with Bid Security for an amount less than the specified amount or Bid Security submitted in favour of beneficiary other than as specified in Enquiry Document or from other than the required bank shall be rejected outright and shall not be considered even for unpriced opening. Further, in case Bank Guarantee /Insurance Surety Bond / DD / FDR along with Fixed Deposit Confirmation Letter by Bank as per submitted by the bidder is found to be fake, the bid will be rejected and a suitable action as per provision of Fraudulent Practice shall be initiated. But, minor typographical deficiencies in the BG, etc may be

allowed to be corrected.

4.4 Bidder shall be required to submit the original bid security and also upload copy of the same within the final extended bid due date and time on the e-tendering portal. If the Bidder fails to submit Bid Security physically in original or upload copy of the same on the e-tendering portal within the above cut-off date, his bid shall be rejected and not considered for further evaluation irrespective of their status/ raking in tender and notwithstanding the fact that a copy of Bid security was earlier uploaded by the bidder on the e-tendering portal. Uploading as well as submitting original Bid Security within the cut-off date is mandatory.

4.5 Apart from hard copy submission of BGs, bank guarantee issued shall be preferred that same is also routed through SFMS (Structured Financial Messaging System) platform for Bank Guarantee issuance and verification. The information/ messaging (as per SFMS) platform) shall be sent by BG issuing bank branch to EIL's Banker as per the details mentioned in the bidding document. Further, Bidder shall also route BGs through SFMS platform for Bank Guarantee issuance and verification shall be mandatory w.e.f 1st January, 2021 unless competent authority makes it mandatory earlier. Therefore, bidders shall be advised to switchover their banking following above platform for issuance of BGs.

4.6 In case EMD/ Bid Security is submitted through net-banking, submission of Original physical form of EMD/ Bid Security within the bid due date shall not be required. However, transaction details/ proof of submission of EMD/ Bid Security through net-banking shall be uploaded in designated place in the above-mentioned Govt. of India CPP Portal.

4.7 For other details, refer Instructions to Bidder (ITB) of bidding document.

4.8 Exemption of Bid Security:

4.8.1 Indian CPSUs (state PSUs are not exempted) shall be exempted from submission of bid security. CPSUs shall submit declaration to this effect that being CPSU they are exempted from submitting Bid Security.

4.8.2 In case of Micro and Small Enterprise, only Udyam Registration Certificate shall be considered for availing the Benefits of EMD exemption. EMD exemption shall be given to all Manufacturers/ Service Providers having valid MSE registration irrespective of Primary Product/Service category. Traders are excluded from the purview of this policy.

4.8.3 The Udyam Registration Certificate shall be verified from GOI Udyam Registrations Portal (present web address is https://udyamregistration.gov.in). The status of MSE Bidder as on date of Unpriced Bid Opening shall be considered for applying above benefits for entire evaluation. In case an MSE Bidder has submitted has submitted Udyam Registration but authenticated scanned document is not uploaded along with Bid on CPP Portal, the same can be accepted provided a valid MSE Certification is available on Government Udyam Registration portal.

4.8.4 In view of Ministry of MSMEs (MoMSME) Gazette notification No. S.O. 4926(E) dated 18.10.2022, the guidelines for acceptance of bidder's status availing EMD exemption, as incorporated in the subject tender stands modified and new clause has been added as per the following:

"In case of an upward change in terms of investment in Plant and Machinery or Equipment OR Turnover OR both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (Micro or Small or Medium) it was in before the re-classification, for a period of three years from the date of such upward change".

Hence, in case of upward change in status, MSE Bidder is required to submit the previous certificate also to establish consequent reclassification to avail the MSE benefit

Note: As already stipulated in the bidding document, bidders are required to submit valid Udyam Registration Certificate which shall be verified online at the time unprice bid opening. Accordingly, bidder's three year status as visible online at the time of such verification shall be considered for evaluation based on above clause

As per Ministry of Micro, Small & Medium Enterprises (MoMSME) OM F.No.21(6)/2020-MA(E-4016565) dated 31.08.2023, benefits to MSEs shall be given as per the following:

i. If the major activity of the MSE is Services or Manufacturing then the unit is eligible to avail the benefits of Public Procurement Policy for MSEs Order, 2012. MSEs registered as a Trader (Major Activity) cannot avail the benefits of the said policy.

ii. If the major activity of the MSE is Services (Trading) then the unit is not eligible for availing the benefits of the Public Procurement Policy for MSEs Order, 2012. MSMEs under such categories are eligible only for availing Priority Sector Lending benefits.

iii. If the major activity of the MSE is trading then the unit is a trader and is not eligible for availing the benefits of the Public Procurement Policy for MSEs Order, 2012.

iv. Irrespective of the product category, the benefits of Public Procurement Policy, such as, exemption from payment of EMD, free tender document shall be given to all eligible MSEs, except for Traders and in Works contracts.

4.8.5 Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are exempted for EMD/ Bid Security subject to submission of the following. However, bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.

4.8.5.1 Bidder shall be required to submit a copy of Certificate of recognition towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT) Ministry of Commerce & Industry.

4.8.5.2 Bidder shall submit an undertaking that Startup enterprise registration issued by DPIIT neither been revoked nor the status of Bidder as Start-up has been modified based on the definition specified in the prevailing gazette notification by DPIIT.

4.8.5.3 The start-up certificates submitted by the bidder shall be verified from the website (https://www.startupindia.gov.in/).

4.8.6 Envelope containing Bid Security (EMD) in physical form shall indicate name and address of the Bidder to enable the bid to be returned unopened, if required.

5.0 BIDDER QUALIFICATON CRITERIA [BQC]:

5.1 Technical Criteria

The bidders shall meet the Technical Qualification Criteria / Experience Criteria as per the BQC - Technical enclosed as **Annexure-I to IFB** herewith.

(i) Bidder's **past experience as a leader or member of a Consortium/JV shall be considered** acceptable, provided his scope in that Consortium/JV meets the requirement stipulated in the subject BQC under evaluation

In case, the PTR of Consortium/JV experience submitted by the Bidder meets the similar work without indicating the division of scope of work in terms of specific activities and associated value of work between the Consortium/JV members, but only the division of scope in terms of percentage share is indicated, in such case the completed value shall be arrived at after considering percentage share of each member, for the purpose of BQC evaluation.

(ii) A job completed by a Bidder as a Sub-Contractor shall be considered for the purpose of meeting the experience criteria of BQC, provided the appointment of sub-contractor was authorized and subject to submission of following documents in support of meeting the Bidder's qualification criteria:

(a) **Documentary evidence/Certificate by the end-User/ Owner/ PMC**, with regards to approval of Bidder/ engaging Bidder/ execution by the Bidder as a Sub-Contractor to the Main Contractor.

(b) **Work order and Completion Certificates indicating the value of works and date of completion** issued by Main Contractor (including SOR, wherever required for establishing scope of work).

(iii) 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 the Qualification Criteria of the Enquiry document.

However, **Jobs executed for Subsidiary/ Fellow subsidiary / Holding company shall be considered**

as experience for the purpose of meeting BQC, subject to submission of additional document towards "tax paid invoice(s) duly certified by Statutory Auditor of the Bidder or consolidated statement issued by Statutory Auditor of the Bidder towards payments of statutory tax" in support of the job executed for Subsidiary/ Fellow subsidiary / Holding company.
In case referred Project falls under "No Tax Area" (like SEZ), Bidder can submit certificate from their Statutory Auditor to this effect in place of Tax paid invoice.
Chartered Accountant (CA) (in place of Statutory Auditor) is acceptable where audited accounts are not mandatory as per law for latest financial year. Also, CA shall not be an employee/ Director and not having any interest in the Bidder's company/Firm.

(iv) In case, **two separate Bidders submit reference of same work (wherein one was Main Contractor and the other was Sub-Contractor)** for meeting Bidder Qualification Criteria, both Bidders' experience shall be considered for qualification subject to Bidder's meeting other qualification requirements.

(v) In case a Bidder submits PTR having job awarded for multiple Parts in single Work Order having separate completion schedule for each Part, and the Bidder wants to get qualified based on the completion of One or more Parts (irrespective of whether all Parts under the same work order are completed or not), which meets the subject BQC value-wise and with respect to Similar Work, the same may be considered subject to the completion certificate with executed value of that/those Part(s) from the Owner/End User/PMC for that/those Part(s).

However, where multiple-Parts work is awarded under different Work Order(s) having different Work Order reference number(s) with the same Enquiry Document No., cumulative value of such completed Work Orders meeting definition of Similar Work, as submitted, shall be considered for the purpose of BQC Evaluation.

(vi) 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.

(vii) In case completion certificate issued by the client /client's consultant does not mention the completed value of contract and bidder could not be able to arrange the same from the client /client's consultant, then bidder as a proof to executed value shall submit a bill certified by the client/client's consultant or a statement of tax paid invoice(s) duly certified by Statutory Auditor of the bidder.

(viii) The following shall be applicable for the purpose of "Completion or Execution of Contract / Works" in Technical Bidder Qualification Criteria.

In case a bidder submits Proven Track Record (PTR) for a single work order or contract meeting the technical BQC and comprising of multiple Parts/Units having:

(a) Separate and distinct completion schedules and price for each of the part/unit and the Bidder submits completion certificate with separate executed value of each such part / unit from the Owner/ End user/ PMC and fulfil all the other requirements of IFB.

OR

(b) Overall schedule for all Parts/ Units (without separate part wise / unit wise schedule and / or price). However, the Bidder submits completion certificate with separate executed value of each such part / unit from the Owner/End user/PMC and fulfil all the other requirements of IFB.

In both the above cases, if the Bidder intends to get qualified based on completion of one or more Part(s) / Unit(s) (Irrespective of whether all Parts/Units covered in the contract are completed or not) or overall completion whichever meets the BQC requirement, the same shall be considered.

Wherever different work orders having different scope/ schedule and Work Order reference number(s) are awarded against a single enquiry, cumulative value as well as consolidated scope of such completed Work Orders meeting technical BQC, as submitted, shall be considered for the purpose of BQC Evaluation."

5.2 **Financial Criteria:**

5.2.1 Annual Turnover

The Average Annual Financial turnover of the Bidders during the last three years ending 31st March of the previous year shall be at least **INR 24,30,000.00** (Indian Rupees Twenty Four Lakh Thirty Thousand only).

Average Turnover shall be determined by summing up the annual turnover of each financial year and dividing the sum by three. In the event a bidder does not have turnover in any one or two of the years of the submitted financial years, the turnover for that/those years shall be taken as Nil and the average turnover will be calculated by considering the denominator as 3 years- to determine the conformity to the turnover criteria.

5.2.2 Net-Worth

The Net-worth of the bidder as per the immediate preceding year's Audited Financial results shall be positive.

Indian Central Public Sector Undertakings / Enterprises, having negative Net-worth shall not be a rejection criteria. Contract award shall be purely on competitive basis and CPSEs having negative net worth shall submit an undertaking in their bid that performance shall not be compromised.

5.2.3 Working Capital

The minimum Working Capital of the Bidder as per immediate preceding year's Audited Financial Statements shall be **INR 2,70,000.00 (Indian Rupees Two Lakh Seventy Thousand Only)**.

(i) In case, Bidder is unable to meet the Working Capital (WC) requirement as above, the Bidder can supplement the WC with a Fund based Line of Credit (LOC) from any Scheduled Commercial Bank in India 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 WC below the specified Working Capital value, in the format enclosed as **Annexure III to IFB** in the bidding document. The letter shall provide the status of Fund based Line of Credit as on any date between the date of Enquiry and Bid Due Date.

(ii) The LOC for the shortfall of Working Capital shall be from a single bank only. However, banking syndicate shall also be allowed wherein a group of Banks can jointly underwrite and jointly lend money to the Bidder. In case of Banking syndicate also, declaration letter for meeting WC shall be from a single bank only.

(iii) In case a Bidder submits Letters from multiple banks, the highest Working Capital amongst all the Banks shall only be considered for BQC evaluation.

(iv) In case the Bidder is not meeting the required Working Capital amount even from the line of credit certificate submitted along with the e-Bid, no further opportunity shall be given to Bidder to modify or replace the certificate by any subsequent certificate from the same bank or any other bank.
However, if the bank certificate submitted in the Bid is carrying certain inaccuracies in the language of the certificate as per the format enclosed in the Bidding Document, Bidder shall be asked to clarify or make corrections in the language of the bank letter. In case of such clarifications/ corrections, the same shall be submitted as an amendment to the line of credit from the Bank submitted in the Bid. In no case alterations in the amount of line of Credit as already submitted in the Bid shall be allowed.

(v) If any bidder is not meeting the working capital requirement as per its audited financial statement and also has not submitted the required line of credit certificate from bank in the bid, the bidder shall be rejected and no opportunity to submit the certificate shall be provided to bidder.

(vi) Bidder shall be required to upload the copy of line of credit certificate along with the bid in the e-tendering portal itself. Bidder shall not be required to submit the original of the line of credit certificate to EIL separately.

(vii) Currency for seeking the amount of line of credit from the bank shall be in INR.

(viii) **Example:** If the WC required is INR 50 Crore and the Bidder has WC of INR 30 Crore as per the Audited Financial Statement, Bidder needs to submit a LOC for the balance INR 20 Crore.
Further, if the Working Capital required is INR 50 Crore and the Bidder has WC of (-)INR 10 Crore as per the Audited Financial Statement, Bidder needs to submit LOC for INR 60 Crore to meet the BQC requirement.

5.2.4 CALCULATION OF TURNOVER, NET WORTH AND WORKING CAPITAL

(i) **Net worth calculation: Net worth means paid up share capital, Share Application Money pending allotment* and reserves # *less* accumulated losses and deferred expenditure to the extent not**

written off. Net worth shall be calculated using the following formula:

Reserves to be considered for the purpose of net worth 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.**

Description		Values <in Currency>	Reference (Page no., Clause etc.)
Paid up Share capital (A)	:		
Add: Share Application Money pending allotment (B)	:		
Add: Reserves (As defined above) (C)	:		
Less: Accumulated Losses (D)	:		
Less: Deferred Revenue Expenditure to the extent not written off (E)	:		
Net Worth (A+B+C-D-E)	:		

(ii) **Working Capital calculation:** Working Capital shall be Current Assets minus Current Liabilities.

Where Current assets means asset when it satisfies any of the following criteria: —

(a) it is expected to be realized in, or is intended for sale or consumption in, the company's normal operating cycle*;
(b) it is held primarily for the purpose of being traded;
(c) it is expected to be realized within twelve months after the reporting date; or
(d) it is cash or cash equivalent unless it is restricted from being exchanged or used to settle a liability for at least twelve months after the reporting date.

Where Current Liabilities means liabilities when it satisfies any of the following criteria: -

(a) it is expected to be settled in the company's normal operating cycle*;
(b) it is held primarily for the purpose of being traded;
(c) it is due to be settled within twelve months after the reporting date; or
(d) the company does not have an unconditional right to defer settlement of the liability for at least twelve months after the reporting date. Terms of a liability that could, at the option of the counterparty, result in its settlement by the issue of equity instruments do not affect its classification.

*An operating cycle is the time between the acquisition of assets for processing and their realization in cash or cash equivalents. Where the normal operating cycle cannot be identified, it is assumed to have a duration of twelve months.

Bidders (Other than companies such as Partnership/Proprietorship firms) are required to submit the following details from their Statutory Auditor/Chartered accountant.

Table 1

S.no. (1)	Particulars (2)	Value as on Balance sheet date (INR) (3)	Amount Receivable/Due within 12 months from balance sheet date or as per above definition of current assets and current liabilities (4)
A	Assets **which are not classified as current assets** in the Balance sheet.		
	a. Loans and Advances	XXXXX	XXXXX
	b. Investments (Including Fixed Deposits)	XXXXX	XXXXX
	c. Other asset which are not classified as current assets	XXXXX	XXXXX
		TOTAL (a+b+c) (X)	**XXXXX**
B	Liabilities **which are not classified as current liabilities** in the Balance sheet**.**		
	a. Secured Loans	XXXXX	XXXXX
	b. Unsecured Loans	XXXXX	XXXXX
	c. Provisions	XXXXX	XXXXX
	d. Other Liabilities which are not classified as current Liabilities.	XXXXX	XXXXX
		TOTAL (a+b+c+d) (Y)	**XXXXX**

Table 2

WORKING CAPITAL

S.no.	Particulars	Amount
A	Current Assets as per Balance sheet	XXXXX
B	Add:- Amount as per **(X)** of Table 1.	XXXXX
C	**Total Current Assets (A+B)**	XXXXX
D	Current Liabilities as per Balance sheet	XXXXX
E	Add:- Amount as per **(Y)** of Table 1.	XXXXX
F	**Total Current Liabilities (D+E)**	XXXXX
	Working Capital (C-F)	XXXXX

(iii) **Turnover (for the Financial Statement pertaining to post GST regime):** Turnover shall be taken as **Revenue from operation (excluding GST)** as stated in Financial Statement of the Bidder, excluding other Income.

However, **Turnover for the Financial Statement pertaining to pre-GST regime** shall be calculated as **Revenue from operation Including Excise Duty** but Excluding Other Income

(iv) Financial BQC parameters shall be calculated after giving effect to the impact of quantified and qualified Auditor's opinion (if any) given in the Statutory Report of the Bidder.

6.0 **DOCUMENT SUBMISSION FOR MEETING THE QUALIFICATION CRITERIA:**

Bidders are required to submit all such past experience(s) (PTR) meeting the BQC along with relevant supporting documents in the first instance itself, along with the bid. Accordingly, only such past experience(s) shall be considered for qualification, details of which are provided as per the specified

format by the bidder or documents (such as work-order / completion certificate etc) of which are enclosed with the bid by the bidder and subsequently no additional past experience (PTR) shall be sought from the bidder.

6.1 DOCUMENT FOR MEETING TECHNICAL QUALIFICATION CRITERIA

The bidders shall submit the documents as per the BQC -Technical enclosed as **Annexure-I to IFB** herewith.

6.2 DOCUMENT FOR MEETING FINANCIAL QUALIFICATIONCRITERIA

Bidder shall furnish documentary evidence in support of meeting the financial criteria:-

(i) Complete audited annual financial year statements including audit report, balance sheet, profit & loss account statement with all other schedules for the immediate three preceding Financial Years as on due date of submission of bid.

OR

(ii) Financial Details of Bidder, from the Statutory Auditor (SA) / Chartered Accountant (CA) (*), on the letterhead of SA / CA (*) in the format enclosed as **Annexure-IIA TO IFB.**

OR

(iii) Financial Details of Bidder, on the letter head of Bidder, duly certified by Statutory Auditor / CA (*) in the format enclosed as **Annexure-IIB TO IFB.**

Notes

(a) (*) The letter from CA in place of Statutory Auditor is acceptable where audited accounts are not mandatory as per law at the time of preparation of financial statement for a particular financial year. Also, CA shall not be an employee/ Director and not having any interest in the bidder's company/Firm.

(b) The above financial details, as per above **Annexure-IIA** or **Annexure-IIB**, shall be submitted without any reservation / qualification remarks. In case of any reservation/qualification remark, Complete Audited Financial Statement, as above, shall also be submitted with the bid.

(c) Bidder shall ensure that the certificate/reports issued/attested by practicing Chartered Accountant (CA)/Statutory Auditor in India shall contain Unique Document Identification Number (UDIN) of the CA, without which these Certificates/ reports shall not be considered for evaluation.

However, this requirement of including UDIN shall not be applicable for certificate/reports issued/attested by a CA practicing in foreign country

(d) In case the last financial year's closing date was within 9 months prior to bid due date and Complete Audited Financial Statement of last financial year are not available, bidder has the option to submit the financial details of the three previous financial years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate preceding three financial years.

For example, in case, bid due date is up to 31st December and Financial details of immediate preceding financial year (year ending 31st March of the same year) are not available, the financial details of the three previous years immediately prior to the last financial year may be submitted.

(e) 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 the English translation copy of the same shall also be furnished duly certified, stamped and signed by Local Chamber of Commerce or Indian Embassy in their country or bidder's Embassy in India or any translator in India recognized / authorized by bidder's Embassy.

6.2.1 **Submission of Consolidated Audited Financial Statement:**

(i) **Bidder is a Parent/Holding Company:** Where only consolidated Audited Financial Statements are prepared and audited, which includes the financial details of their wholly owned subsidiaries etc., consolidated audited financial statement shall be considered for establishing the financial criteria subject to Statutory Auditor/ CEO/ CFO/ Company Secretary or any member of the Board of Directors of the bidder, certifying that standalone Financial Statements of bidder (without the financial data of subsidiaries, etc.) is not separately prepared and audited.

(ii) **Bidder is a Subsidiary Company:** In case a Bidder is a Subsidiary Company and separate Financial Statements of the Bidder is not prepared & audited, but only a consolidated audited Financial Statements of their Parent Company/Holding Company are available, consolidated audited Financial Statement shall be considered for establishing the financial criteria subject to Statutory Auditor/ CEO/ CFO/ Company Secretary or any member of the Board of Directors of the Parent/Holding company (whose Audited Financial Statements are submitted for qualification) certifying in their letterhead that Financial Statements of Bidder are not separately prepared and audited

6.2.2 For meeting the financial criteria, bidders shall be required to submit the Audited Annual Reports/ Financial Statements of the company as per the provision of bidding document, audited and issued till the final bid due date. Bidder shall be evaluated based on the Financial Statements of the company submitted in the bid.

Any shortfall information/ document on Audited Annual Reports/ Financial Statements of the Company, audited and issued on or before the final bid due date can be sought through CQs but bidder shall not be allowed to submit the Financial Statements of the Company audited & issued after the final bid due date and time. Accordingly, Financial Statements of the Company audited & issued post final bid due date and time shall not be considered for evaluation only.

7.0 CONFLICT OF INTEREST

The bidder found to have a conflict of interest shall be disqualified.

7.1 Bidder's conflict of interest as Consultant of Owner:

Consultants or any of their Affiliates will not be considered for any assignment, which by its nature may be in conflict with another assignment of the consultants.

7.2 Bidder's conflict of interest with other bidders:

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Owner's interests. The bidder found to have a conflict of interest shall be disqualified.
A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:-

a. they have controlling partner (s) in common; or

b. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

c. they have the same legal representative/agent for purposes of this bid; or

d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or.

e. In cases of agents, quoting on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one agent on his behalf; and
2. Agent on behalf of only one principal.

f. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

g. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

8.0 AUTHENTICATION OF BQC DOCUMENTS

(i) It is bidder's prime responsibility to submit genuine and authentic documents. No amount of checking or verification by the buyer shall absolve bidder from his responsibility.

(ii) Under the EIL suspension / banning rules (available on EIL portal www.engineersindia.com), the punishment for such an action is clearly mentioned. Moreover, the Bidding Document additionally indicates other actions against the bidder like encashment of EMD or PBG depending upon the stage of discovery of the fraud/ false documentation. Moreover, the bidder's organisation is responsible for any and all actions of their employees and any claims seeking to pin point the blame on some employee of bidder and attempting to absolve the bidder's organisation will not be entertained.

(iii) The bidder must also note that the Purchaser reserves the right to proceed based on acceptable offers (who have submitted authenticated documents in line with the mechanism given below) and reject outright the other bids which have some shortcoming including non-submission of authenticated documents. The bidder shall therefore submit the authenticated documents along with the offer itself and in case of rejection of his bid shall not have any right to seek another opportunity for submission of authenticated documents.

(iv) Mechanism for bidder's certification regarding Authenticity of BQC Documents.

In order to lend credibility and instill confidence in the procurement process, the mechanism for bidders certification regarding authenticity of BQC documents has been prescribed as under:

a) Bidder shall furnish an undertaking in the format as per **Annexure-IV to IFB** towards the authenticity of submitted BQC Documents, duly signed by the authorized signatory of Bidder holding Power of Attorney for signing of Bid.

b) Proprietorship/ Partnership firms shall submit the undertaking as per **Annexure-IV to IFB**, duly signed, respectively by the Proprietor/ any two Partners.

9.0 VERIFICATION OF DOCUMENTS

9.1 Documents submitted by the bidder for meeting the BQC shall be verified from the document issuing authority

9.2 As verification may be carried out by EIL through e-mail / letter or visit. Bidder shall provide complete assistance towards the same. It shall also be the responsibility of the bidder to assist EIL in carrying out this exercise. Bidder must ensure that they submit the qualification documents for meeting various qualification criteria only for the jobs which meet the BQC and where they are confident that they can produce the originals to EIL for such verifications, as and when demanded.

9.3 In case the BQC documents have already been verified by EIL for any other enquiry/tender, the same may also be considered verified on the strength of the first such verification carried out and accepted by EIL. However, in that case, bidder to indicate in their bid that PTR documents submitted in this bid has already been verified by EIL in tender no. _____ for project _____.

9.4 If verification process gets delayed due to some reasons, yet it shall not hold the award of the job. However, payment to the Bidder shall be released only on completion of verification.

9.5 Failure of cross verification shall entitle EIL to reject the bid or terminate the PO / Contract, if issued.

10.0 GENERAL

10.1 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.

10.2 EIL reserves the right to evaluate the Bids using in-house information.

10.3 Bidder shall not be under liquidation, court receivership or similar proceedings.

10.4 Provisions of this IFB shall prevail over the other sections of bidding document.

10.5 The Bidders who are on Holiday list and/or any other similar list of EIL on the due date of submission of Bid / during the process of evaluation of the Bids, the offers of such Bidders shall not be considered for Bid opening / Evaluation / Award.

10.6 Bids received after stipulated last date and time, due to any reason(s) what-so-ever, including postal delays, will not be considered.

10.7 Unincorporated Joint Venture (JV) / Consortium bids / Bids from Wholly Owned Subsidiary relying on Parent company's experience shall not be accepted.

10.8 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.

10.9 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.

10.10 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.

10.11 Canvassing in any form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.

10.12 In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order. Such bidders shall be debarred from bidding in future for EIL.

10.13 EIL has adopted Government e Marketplace (GeM) in totality and identified products & services available on GeM shall be procured through GeM. Therefore, suppliers/agencies of such items & services are requested to enlist themselves with GeM immediately otherwise they may not be able to quote against future enquiries.

10.14 Engineers India Ltd including its officers and representatives, shall under no circumstances solicit or request any payment, monetary consideration from bidders other than those specifically stipulated in the published tender/enquiry document and its amendments (if any).

Bidders are cautioned that, should they receive any phone calls, messages, email, or personal approaches requesting payments other than specified in Tender Document, such communications are fraudulent and do not originate from Engineers India Ltd.

Engineers India Ltd shall not be responsible for any financial loss, penalty, or damage caused due to actions taken by Bidders/Contractors on the basis of such communications.

GENERAL MANAGER (SCM)
ENGINEERS INDIA LIMITED, NEW DELHI

BIDDER QUALIFICATION CRITERIA (TECHNICAL)

FOR

SUPPLY OF HIGH-SPEED DIESEL (HSD)

(TENDER NO. 8590-000-90-57-SE-T-1904)

PROJECT: SUPPLY OF HIGH-SPEED DIESEL (HSD) AT EIL OFFICE COMPLEX, GURUGRAM

CLIENT: M/s EIL, GURUGRAM

Prepared by
Estate Department
Admin & Estate Division
Engineers India Limited

MARCH, 2026

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1.0 SCOPE:

1.1 The scope of work includes the supply of High-Speed Diesel (HSD) at the EIL Office, Gurugram. The contractor shall ensure timely and uninterrupted supply of HSD as per the requirement of the office. The fuel shall be transported and delivered to the designated location within the EIL premises using the contractor's authorized vehicle.

2.0 BIDDER'S QUALIFICATION CRITERIA:

Bidder shall fulfil the qualification criteria mentioned below:

The Bidder shall have at least one 01 operational petrol pump outlet located within the district of Gurugram, Haryana, under a valid dealership / authorization arrangement from a Oil Marketing Company (OMC), as on the last day of the month preceding the month in which enquiry was floated.

3.0 DOCUMENTS REQUIRED WITH BID:

The bidder shall submit documentary evidence in support of the above, which may include but not be limited to:

3.1 Valid dealership / authorization certificate issued by the concerned OMC.

3.2 Address proof of the petrol pump outlet located within Gurugram district, Haryana. such as GST registration certificate, property tax receipt, outlet registration, lease/lease deed agreement, electricity bill or any other relevant document.

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Annexure- IIA to IFB

(Letter from Statutory Auditor/CA)

(On Letter Head of Statutory Auditor/CA)

FINANCIAL DETAILS

We, _____<Insert Name of Statutory Auditor>, a CA firm having our registered office address _____ <Insert full address of Statutory Auditor>and certificate number _____<Insert certificate number>, certify that we are the Statutory Auditor of the Company/Firm M/s _____<Insert Name of the Bidder>, having its registered office at _____<Insert Address of Bidder>.

OR

We, _____<Insert Nameof CA>, a CA firm having our registered office address _____ <Insert full address of CA>and certificate number _____<Insert certificate number>, certify that statutory auditor is not mandatory for the Company/Firm M/s _____<Insert Name of the Bidder>, having its registered office at _____ <Insert Address of Bidder>as per prevailing law and we are practicing Chartered Accountant, not being an employee/ Director and not having any interest in the Company/Firm.

Financial details of the above mentioned Company/Firm are as follows: <Auditor/CA to select either of the following options and strike off the other>.

a. **Bidder is a parent company**(i.e., having its 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 further certified that separate annual report of bidder, without the financial data of subsidiaries, is not prepared and audited.

   OR

b. **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 further certified that separate annual report of bidder (i.e. subsidiary), is not separately prepared and audited.

   OR

c. **Bidder does not have any subsidiary or parent company:** Financial details of the company itself.

S no.	Description	Year	Value in Currency (_____)	In case of currency in Financial statement is other than INR/USD, value to be converted in USD (*)
1.	Turnover	Latest financial year (_____)		
		Preceding 1st year (_____)		
		Preceding 2nd year (_____)		

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

(*) **Bidder's Currency to US$ conversion factor: _____ <indicate the currency conversion factor as on Date of Audited Financial Statement>.**

Notes:

1. **Indicate Positive or Negative sign with the Figure in case of Net Worth and Working Capital.** In case, no sign is indicated, the figure shall be considered as Positive.

2. In case the last financial year's closing date was within 9 months prior to bid due date and Complete Audited Financial Statement of last financial year are not available, bidder has the option to submit the financial details of the three previous financial years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate preceding three financial years.

   For example, In case, bid due date is up to 31st December and Financial details of immediate preceding financial year (year ending 31st March of the same year) are not available, the financial details of the three previous years immediately prior to the last financial year may be submitted.

3. **Submission of Consolidated Audited Financial Statement:**

   (i) **Bidder is a Parent/Holding Company:** Where only consolidated Audited Financial Statements are prepared and audited, which includes the financial details of their wholly owned subsidiaries etc., consolidated audited financial statement shall be considered for establishing the financial criteria subject to Statutory Auditor/ CEO/ CFO/ Company Secretary or any member of the Board of Directorsof the bidder, certifying that standalone Financial Statements of bidder (without the financial data of subsidiaries, etc.) is not separately prepared and audited.

   (ii) **Bidder is a Subsidiary Company:** In case a bidder is a subsidiary company and separate Financial Statements of the bidder is not prepared & audited, but only a consolidated audited Financial Statements of their Parent Company/Holding Company as available, consolidated audited Financial Statement shall be considered for establishing the financial criteria subject to Statutory Auditor/ CEO/ CFO/ Company Secretary or any member of the Board of Directors of the Parent/Holding company (whose Audited Financial Statements are submitted for qualification) certifying in their letterhead that Financial Statements of bidder are not separately prepared and audited.

4. **Net worth calculation:** Net worth means paid up share capital, Share Application Money pending allotment* and reserves# less accumulated losses and deferred expenditure to the extent not written off. Net worth has been calculated using the following formula, as per provisions of the enquiry document:

   # Reserves to be considered for the purpose of net worth 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.

Description		Values <in Currency>	Reference (Page no., Clause etc.)
Paid up Share capital (A)	:		
Add: Share Application Money pending allotment (B)	:		
Add: Reserves (As defined above) (C)	:		
Less: Accumulated Losses (D)	:		
Less: Deferred Revenue Expenditure to	:		

Description		Values <in Currency>	Reference (Page no., Clause etc.)
the extent not written off (E)			
Net Worth (A+B+C-D-E)	:		

5. **Working Capital calculation:** Working Capital shall be **Current Assets minus Current Liabilities**.

Where Current assets means asset when it satisfies any of the following criteria:—
(a) it is expected to be realised in, or is intended for sale or consumption in, the company's normal operating cycle*;
(b) it is held primarily for the purpose of being traded;
(c) it is expected to be realised within twelve months after the reporting date; or
(d) it is cash or cash equivalent unless it is restricted from being exchanged or used to settle a liability for at least twelve months after the reporting date.

Where Current Liabilities means liabilities when it satisfies any of the following criteria:—
(a) it is expected to be settled in the company's normal operating cycle*;
(b) it is held primarily for the purpose of being traded;
(c) it is due to be settled within twelve months after the reporting date; or
(d) the company does not have an unconditional right to defer settlement of the liability for at least twelve months after the reporting date. Terms of a liability that could, at the option of the counterparty, result in its settlement by the issue of equity instruments do not affect its classification.

*An operating cycle is the time between the acquisition of assets for processing and their realisation in cash or cash equivalents. Where the normal operating cycle cannot be identified, it is assumed to have a duration of twelve months.

Bidders (Other than companies such as Partnership/Proprietorship firms) are required to submit the following details from their Statutory Auditor/Chartered accountant.

Table 1

S.no. (1)	Particulars (2)	Value as on Balance sheet date (INR) (3)	Amount Receivable/Due within 12 months from balance sheet date or as per above definition of current assets and current liabilities (4)
A	Assets **which are not classified as current assets** in the Balance sheet.		
	a. Loans and Advances	XXXXX	XXXXX
	b. Investments (Including Fixed Deposits)	XXXXX	XXXXX
	c. Other asset which are not classified as current assets	XXXXX	XXXXX
		TOTAL (a+b+c) (X)	**XXXXX**
B	Liabilities **which are not classified as current liabilities** in the Balance sheet**.**		
	a. Secured Loans	XXXXX	XXXXX
	b. Unsecured Loans	XXXXX	XXXXX
	c. Provisions	XXXXX	XXXXX
	d. Other Liabilities which are not classified as current Liabilities.	XXXXX	XXXXX
		TOTAL (a+b+c+d) (Y)	**XXXXX**

Table 2
WORKING CAPITAL

S.no.	Particulars	Amount
A	Current Assets as per Balance sheet	XXXXX
B	Add:- Amount as per **(X)** of Table 1.	XXXXX
C	**Total Current Assets (A+B)**	XXXXX
D	Current Liabilities as per Balance sheet	XXXXX

E	Add:- Amount as per **(Y)** of Table 1.	XXXXX
F	**Total Current Liabilities (D+E)**	XXXXX
	Working Capital (C-F)	XXXXX

6. **Turnover (for the Financial statement pertaining to post GST regime):** Turnover shall be taken as **Revenue from operation (excluding GST)** as stated in Financial Statement of the Bidder, excluding other Income.

   However, **Turnover for the Financial statement pertaining to pre-GST regime**shall be calculated as **Revenue from operation Including Excise Duty** but Excluding Other Income.

7. Net worth, Working Capital and Turnover have been calculated using the above mentioned formulae and after giving effect to the impact of Audit Qualifications given in the Audit Report.

Signature with date:
Name:
Designation:
UDIN [Applicable for CA in India]
E-mail ID:
Mobile number:
Tel (with STD Code):
Seal:

Annexure- IIB to IFB

(Certification by Statutory Auditor/CA)

(*On the Letter Head of Company/Firm duly certified by Statutory Auditor/CA*)

FINANCIAL DETAILS

We,M/s _____ <Insert Name of Bidder>, having our registered office at _____<Insert Address>, certify that M/s _____<Insert name of Statutory Auditor>is a Statutory Auditor of our Company, having its registered office at _____ <Insert address of Statutory auditor>, having certificate number _____ <Insert certificate number>.

OR

We, M/s _____<Insert Name of Bidder>, having our registered office at _____ <Insert Address>, certify that auditing of the financial statement is not mandatory for the Company as per prevailing law and M/s _____<Insert name of CA Firm>, a CA firm having its registered office at_____<Insert address of CA Firm>, having certificate number _____ <Insert certificate number>is the practicing Chartered Accountant, and not being an employee/Director of our Company and not having any interest in our Company.

Financial details are as follows: <Bidder to select either of the following options and strike off the other>.

a. **Bidder is a parent Company**(i.e., having its subsidiaries):<Bidder 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 further certified that separate annual report of bidder, without the financial data of subsidiaries, is not prepared and audited.

   OR

b. **Bidder is a subsidiary Company**: <Bidder 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 further certified that separate annual report of bidder (i.e. subsidiary), is not separately prepared and audited.

   OR

c. **Bidder does not have any subsidiary or parent Company:** Financial details of the Bidder itself.

S no.	Description	Year	Value in Currency (_____)	In case of currency in Financial statement is other than INR/USD, value to be converted in USD (*)
1.	Turnover	Latest financial year (_____)		
		Preceding 1st year (_____)		
		Preceding 2nd year (_____)		

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

(*) **Bidder's Currency to US$ conversion factor: _____ <indicate the currency conversion factor as on Date of Audited Financial Statement>.**

Notes:

1. **Indicate Positive or Negative sign with the Figure in case of Net Worth and Working Capital.** In case, no sign is indicated, the figure shall be considered as **Positive**.

2. In case the last financial year's closing date was within 9 months prior to bid due date and Complete Audited Financial Statement of last financial year are not available, bidder has the option to submit the financial details of the three previous financial years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate preceding three financial years.

   For example, In case, bid due date is up to 31st December and Financial details of immediate preceding financial year (year ending 31st March of the same year) are not available, the financial details of the three previous years immediately prior to the last financial year may be submitted.

3. **Submission of Consolidated Audited Financial Statement:**

   (i) **Bidder is a Parent/Holding Company:** Where only consolidated Audited Financial Statements are prepared and audited, which includes the financial details of their wholly owned subsidiaries etc., consolidated audited financial statement shall be considered for establishing the financial criteria subject to Statutory Auditor/ CEO/ CFO/ Company Secretary or any member of the Board of Directorsof the bidder, certifying that standalone Financial Statements of bidder (without the financial data of subsidiaries, etc.) is not separately prepared and audited.

   (ii) **Bidder is a Subsidiary Company:** In case a bidder is a subsidiary company and separate Financial Statements of the bidder is not prepared & audited, but only a consolidated audited Financial Statements of their Parent Company/Holding Company as available, consolidated audited Financial Statement shall be considered for establishing the financial criteria subject to Statutory Auditor/ CEO/ CFO/ Company Secretary or any member of the Board of Directors of the Parent/Holding company (whose Audited Financial Statements are submitted for qualification) certifying in their letterhead that Financial Statements of bidder are not separately prepared and audited.

4. **Net worth calculation:** Net worth means paid up share capital, Share Application Money pending allotment* and reserves# less accumulated losses and deferred expenditure to the extent not written off. Net worth has been calculated using the following formula, as per provisions of the enquiry document:

   # Reserves to be considered for the purpose of net worth 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.

Description		Values <in Currency>	Reference (Page no., Clause etc.)
Paid up Share capital (A)	:		
Add: Share Application Money pending allotment (B)	:		
Add: Reserves (As defined above) (C)	:		
Less: Accumulated Losses (D)	:		
Less: Deferred Revenue Expenditure to	:		

Description		Values <in Currency>	Reference (Page no., Clause etc.)
the extent not written off (E)			
Net Worth (A+B+C-D-E)	:		

5. **Working Capital calculation:** Working Capital shall be **Current Assets minus Current Liabilities**.

Where Current assets means asset when it satisfies any of the following criteria:—
(a) it is expected to be realised in, or is intended for sale or consumption in, the company's normal operating cycle*;
(b) it is held primarily for the purpose of being traded;
(c) it is expected to be realised within twelve months after the reporting date; or
(d) it is cash or cash equivalent unless it is restricted from being exchanged or used to settle a liability for at least twelve months after the reporting date.

Where Current Liabilities means liabilities when it satisfies any of the following criteria:—
(a) it is expected to be settled in the company's normal operating cycle*;
(b) it is held primarily for the purpose of being traded;
(c) it is due to be settled within twelve months after the reporting date; or
(d) the company does not have an unconditional right to defer settlement of the liability for at least twelve months after the reporting date. Terms of a liability that could, at the option of the counterparty, result in its settlement by the issue of equity instruments do not affect its classification.

*An operating cycle is the time between the acquisition of assets for processing and their realisation in cash or cash equivalents. Where the normal operating cycle cannot be identified, it is assumed to have a duration of twelve months.
Bidders (Other than companies such as Partnership/Proprietorship firms) are required to submit the following details from their Statutory Auditor/Chartered accountant.

Table 1

S.no. (1)	Particulars (2)	Value as on Balance sheet date (INR) (3)	Amount Receivable/Due within 12 months from balance sheet date or as per above definition of current assets and current liabilities (4)
A	Assets **which are not classified as current assets** in the Balance sheet.		
	a. Loans and Advances	XXXXX	XXXXX
	b. Investments (Including Fixed Deposits)	XXXXX	XXXXX
	c. Other asset which are not classified as current assets	XXXXX	XXXXX
		TOTAL (a+b+c) (X)	**XXXXX**
B	Liabilities **which are not classified as current liabilities** in the Balance sheet**.**		
	a. Secured Loans	XXXXX	XXXXX
	b. Unsecured Loans	XXXXX	XXXXX
	c. Provisions	XXXXX	XXXXX
	d. Other Liabilities which are not classified as current Liabilities.	XXXXX	XXXXX
		TOTAL (a+b+c+d) (Y)	**XXXXX**

Table 2

WORKING CAPITAL

S.no.	Particulars	Amount
A	Current Assets as per Balance sheet	XXXXX
B	Add:- Amount as per **(X)** of Table 1.	XXXXX
C	**Total Current Assets (A+B)**	XXXXX
D	Current Liabilities as per Balance sheet	XXXXX
E	Add:- Amount as per **(Y)** of Table 1.	XXXXX

F	**Total Current Liabilities (D+E)**	XXXXX
	Working Capital (C-F)	XXXXX

6. **Turnover (for the Financial statement pertaining to post GST regime):** Turnover shall be taken as **Revenue from operation (excluding GST)** as stated in Financial Statement of the Bidder, excluding other Income.

   However, **Turnover for the Financial statement pertaining to pre-GST regime**shall be calculated as **Revenue from operation Including Excise Duty** but Excluding Other Income

7. Net worth, Working Capitaland Turnover have been calculated using the above mentioned formulae and after giving effect to the impact of Audit Qualifications given in the Audit Report.

Signature with date
Name & Designation of Bidder (with seal)

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

Signature with date:
Name & Designation:
UDIN [Applicable for CA in India]
E-mail ID:
Mobile number:
Tel (with STD Code):
Seal:

Annexure-III to IFB

(To be declared by the Bank on their Letter Head)

DECLARATION FOR AVAILABILITY OF UNUTILIZED LINE OF CREDIT

Ref:_____ Date: _____

We _____<Insert Name of Bank>, a Bank, having its registered office at _____<Insert full address of the Bank with Country Name> and Branch at _____ <Insert full of Branch address with Country Name, in case different from registered office >, hereby confirm that the Company M/s _____<Insert Company Name in favour of whom Declaration being issued>, having its registered office at _____<Insert full address of Company with Country Name> and their working Office address at _____ <Insert full working office address with Country Name, in case different from registered office >, is having Bank account with our Bank.

The credit limits of the Company as on _____ **<Insert any Date between the date of Enquiry and Bid Due Date>** 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	

The Bank further hereby declare [Bank to specify as applicable]:

(a) that we are a Scheduled Commercial Bank in India having Net Worth more than **INR 1000 Million** (or equivalent USD) as per our latest audited financial statements.

Yours Faithfully,

Signature
Name:
Designation:
E-mail ID:
Mobile number:
Tel (with STD Code):
Seal:

Annexure-IV to IFB

UNDERTAKING FOR AUTHENTICATION

I, _____ S/o/D/o of _____, working as _____ {authorized signatory of Bidder holding Power of Attorney for signing of Bid or proprietor / any two partners in case of Proprietorship / Partnership firms (indicate, as applicable)} of the Company/Firm _____ 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 true copy of its original.

It is certified that none of the documents are false/forged or fabricated. All the documents has been submitted with 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 (ii) provisions of bidding conditions and iii) Suspension / Banning rules of Owner/ EIL, which entitle the Owner/EIL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.

It is further certified that, if any documents are required to be submitted by our company/Firm subsequent to submission of bid, shall also be submitted under my knowledge and shall be true, authentic, genuine copy of its original and shall not be false/forged or fabricated.

I hereby acknowledge that the Owner/EIL possesses the right to verify the BQC Documents from the relevant document issuing authority or end user. The results of this verification, as stated above, shall be binding upon our Company/Firm, without any opportunity for dissent or contestation.

I also accept 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 law of land and provisions of the Bidding Documents and EIL/Owner's right to put our company on Suspension / Banning list for future business with EIL/Owner.

Specimen Signature of authorized signatory of Bid

Signature

Name & Designation (Proprietor in case of Proprietorship Firm / any two Partners in case of Partnership firms (indicate, as applicable))

Annexure-V to IFB

Procurement from Bidders from Country(ies) sharing land border with India

1.0 Department of Expenditure (DoE) vide **O.M. No. 7/10/2021-PPD(1) dated 23.02.2023** has issued the revised guidelines for Restrictions on Procurement from Bidders from Country(ies) sharing Border with India. These guidelines are available on the website of DoE (https://doe.gov.in).

2.0 **Requirement of registration from Competent Authority:**

i). Any Bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the Bidder is registered with the Competent Authority, specified in **Annexure-I of DoE O.M. No. 7/10/2021-PPD(1) dated 23.02.2023.**.

ii). Any Bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the Bidder is registered with the Competent Authority, specified in **Annexure-I of DoE O.M. No. 7/10/2021-PPD(1) dated 23.02.2023.**

3.0 **This Order shall not apply to the following special cases:**

i). In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.

ii). This order shall not apply to procurement by Indian missions and by offices of Government agencies/ undertakings located outside India.

iii). This order will not apply to Bidders (or Entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.

iv). Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

4.0 **Definitions**:

i). **"Bidder"** (including the term 'Tenderer', 'Consultant' 'Vendor' or 'Service Provider' in certain contexts) means any person or firm or company, including any member of a Consortium or Joint Venture (that is an association of several Persons, or Firms or Companies), every artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any Agency, Branch or Office controlled by such person, participating in a procurement process.

ii). **"Tender"** will include other forms of procurement, except where the context requires otherwise.

iii). **"Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

iv). **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/ or technologies, specified in **paragraph 5.0**, occurring on or after 23.07.2020.

v). **"Bidder (or entity) from a country which shares a land border with India"** means

(a) An entity incorporated, established or registered in such a country; or

(b) A subsidiary of an entity incorporated, established or registered in such a country; or

(c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

(d) An entity whose beneficial owner is situated in such a country; or

(e) An Indian (or other) agent of such an entity; or

(f) A natural person who is a citizen of such a country; or

(g) A Consortium or Joint Venture where any member of the Consortium or Joint Venture falls under any of the above.

vi). **Beneficial Owner** for the purposes of **paragraph 4.0 v) (d)** will be as under:

a) **In case of a Company or Limited Liability Partnership**, the beneficial Owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation: -

1. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

2. "Control" shall include the right to appoint the majority of the Directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

b) **In case of a Partnership Firm**, the beneficial Owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

c) **In case of an Unincorporated Association or body of Individuals**, the beneficial Owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

d) Where no natural person is identified under a) or b) or c) above, the beneficial Owner is the relevant natural person who holds the position of senior managing official;

e) **In case of a Trust**, the identification of beneficial Owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

vii). **"Agent'** is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

i). A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

ii). However, a Bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

5.0 **Sensitive Sectors/ Technologies (relevant only for the provisions on ToT arrangements):**

i). Certain sectors and technologies have been identified as sensitive from the national security point of view. **The sectors listed in Schedule I (copy attached) are considered Category-I sensitive sectors**. **The sectors listed in Schedule II (copy attached) are**

considered Category-II sensitive sectors. The technologies listed in **Schedule III** (copy attached) are considered sensitive technologies.

ii). For **Category-I sensitive sectors**, Bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.

iii). For **Category-II sensitive sectors**, Bidders with ToT arrangement in the sensitive technologies listed in **Schedule III**, with an entity from a country which shares a land border with India shall require registration.

iv). In **Category-II sensitive sectors**, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule-III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration.

Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

Based on security considerations, a Ministry/ Department in a **Category-II sensitive sector** or other Ministries/ Departments may recommend to DPIIT inclusion of any other technology in the list of sensitive technologies, either generally or for their Ministry/ Department.

6.0 **Sub-contracting in works contracts**

In works contracts, including turnkey contracts, Contractors shall not be allowed to sub-contract works to any Contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of **"Contractor from a country which shares a land border with India"** shall be as given in above **paragraph 4.0 v)**.

[Note: Procurement of raw material, components, etc. does not constitute sub- contracting.]

7.0 **Certificate regarding compliance**

Bidder shall submit a certificate of Compliance in the enclosed **Form-I A/ Form-I B/ Form - II** (as applicable).

This certificate shall be on the Bidder's Letter head and shall be duly signed & stamped by the authorised signatory of the Bidder.

In case at any stage, if it found the certification given by the Bidder is false, their Bid shall be rejected and shall be liable for other penal actions like placement on Suspension/ banning or forfeiture of EMD (if applicable). However, if this is found after order placement, this would be ground for immediate termination and further legal actions in accordance with law/ provisions of Bidding Document including suspension/ banning and forfeiture of CPBG/ Security Deposit.

Form- I A

BIDDER'S UNDERTAKING

(On Company's Letter Head)

To,

M/s Engineers India Limited/ _____ (Name of the client)

Tender Name : _____

Tender No. : _____

"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I hereby certify that, Bidder M/s_____ (Name of the Bidder) is:

i).	Not from such a country	[ ]
ii).	If from such a country, has been registered with the Competent Authority	[ ]

Notes:

a) Bidder to tick appropriate option (√) in either i) or ii) above)

b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.

I hereby certify that the Bidder fulfills all requirements in this regard and eligible to be considered.

Place :
Date :

Signature (#):
Name :
Designation :
Seal :

(#) Undertaking shall be signed by the authorized signatory of the Bidder.

Form- I B

BIDDER'S UNDERTAKING IN CASE OF SUB-CONTRACTING IN WORK CONTRACTS

(On Company's Letter Head)

To,

M/s Engineers India Limited/ _____ (Name of the client)

Tender Name : _____

Tender No. : _____

"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-Contracting to Contractors from such countries; I hereby certify that, Bidder M/s_____ (Name of the Bidder) is:

i).	Not from such a country	[ ]
ii).	If from such a country, has been registered with the Competent Authority and will not sub-Contract work to a Contractor from such countries unless such Contractor is registered with the Competent authority	[ ]

Notes:

a) Bidder to tick appropriate option (√) in either i) or ii) above)

b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.

I hereby certify that the Bidder fulfills all requirements in this regard and eligible to be considered.

Place :
Date :

Signature (#):
Name :
Designation :
Seal :

(#) Undertaking shall be signed by the authorized signatory of the Bidder.

Form-II

BIDDER'S UNDERTAKING IN CASE OF TRANSFER OF TECHNOLOGY (ToT) ARRANGEMENT

(On Company's Letter Head)

To,

M/s Engineers India Limited/ _____ (Name of the client)

Tender Name : _____

Tender No. : _____

"I have read the clause regarding restrictions on procurement from a Bidder having Transfer of Technology (ToT) arrangement. Bidder M/s_____ (Name of the Bidder), hereby certify that,

i).	Bidder does not have any ToT arrangement requiring registration with the competent authority	[ ]
ii).	Bidder has valid registration to participate in this procurement	[ ]

Notes:

a) Bidder to tick appropriate option (√) in either i) or ii) above)

b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.

I hereby certify that the Bidder fulfills all requirements in this regard and eligible to be considered.

Place :
Date :

Signature (#):
Name :
Designation :
Seal :

(#) Undertaking shall be signed by the authorized signatory of the Bidder.

APPENDIX-A

ANNEXURE-16A

(In Bank's Letter Head)

Fixed Deposit Confirmation Letter by Bank

Date: _ _/_ _/_ _ _ _

To,

Engineers India Limited,
.....
.....
.....

Dear Sir/ Madam

Sub: Issuance of Cumulative FDR ..... amounting to ₹ ..... valid till. ..... ***{ up to 45 days beyond bid validity}*** duly pledged/ lien in favour of Engineers India Limited (EIL).

It is hereby certified that Cumulative Fixed Deposit Receipt (FDR) bearing number.....dated..... amounting to ₹..... (Amount in figure and words) has been issued by ..... (Name of the Bank) branch address..... The maturity value is ₹..... on dated.....

This FDR has been issued on the request of M/s .....(Name of the Bidder) under the Tender no.....This FDR can be encashed/ redeemed without any consent/ letter from the Bidder M/s.....(Name of the Bidder) on the demand by Engineers India Limited and the payment will be made to the Account (payable at New Delhi) of Engineers India Limited excluding the interest earned thereon. The Bidder cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of EIL.

This FDR shall be governed by, and construed in accordance with, the laws of India. .....(Name of the Bank) branch address.....irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this FDRs may be brought in the courts in Delhi.

If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the Bidder & EIL for renewal.

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of.....[Name of the Bank & Branch details (Including IFS Code)]

Signature.....

Name:.....
Designation:.....
Contact no. .....
Email Id. .....
Stamp of Bank.....

Note:

(i) This letter in Original forms an integrated part of FDR
(ii) The FDR shall be in the name of the Applicant (Name of Bidder) A/c Engineers India Limited with a lien marked in favor of the beneficiary (i.e. EIL).
(iii) The communication can be send to the following:
Details for confirmations (including Address, Email Id, IFS Code and contact no.)..

ANNEXURE-16B

FORMAT OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND TOWARDS BID SECURITY

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

To

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

Surety Bond No. : [Insert Surety Bond Number]
Date of Issue : [Insert Date]
Date of Expiry : [Insert Date] (2 Months beyond bid validity)
Date of Claim : [Insert Date]
Insurance Company Name : [Insert Name of Indian Insurance Company]

Dear Sir,

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 Surety Bond [hereinafter shall be referred to as this "Surety Bond"] of value _____[in fig. as per currency indicated inNotice/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 Insurance Company), a company registered under the Insurance Act, 1938 and licensed by the Insurance Regulatory and Development Authority of India (IRDAI) to carry on the business of general insurance in India, having its registered office at _ _ _____[Address of Insurance Company) (hereinafter referred to as the "Insurer" 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 Surety Bond 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 Insurer shall be conclusive and binding on the Insurer 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 Insurer confirms that this Surety Bond has been issued in accordance with the appropriate laws in India [the country of issue].

4. The Insurer also agrees that this Surety Bond 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 condition stipulated in Tender Document.

5. The Insurer also agrees that the Company at its option shall be entitled to enforce this Surety Bond against the Insurer 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 Insurer further agrees that this Surety Bond 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 obligations 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 Surety Bond have been fully paid and its claim satisfied or discharged.

7. The Insurer further agrees that this Surety Bond 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 Surety Bond 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 Insurer within the claim period after the Surety Bond expires.

8. The Insurer further agrees that this Surety Bond shall not be affected by any change in the Insurer's Constitution. The Insurer also undertakes not to revoke this Surety Bond during its currency.

9. The Insurer further agrees that to fulfill the Bidder's liability during the bidding process, if requested by the Bidder in writing, the Insurer shall issue Amendment to this Surety Bond, as and when required, incorporating the extended date of validity and/or other amendment.

10. The Insurer's liability under this Surety Bond shall not exceed..... (Bond Amount in figures & words) and this Surety Bond shall be valid upto. .....(expiry date). Insurer is liable to pay to EIL the demanded amount only upon receipt of written claim or demand from EIL on or before ..... (not less than 2 months from expiry date).

11. Any notice, request, demand or claim or other communication to be given or made under this Surety Bond shall be in writing addressed to the Insurer and may be transmitted to the insurer either by post or by email address as set opposite its signature hereunder. The Insurer shall pay the amount immediately upon receipt of such written demand from EIL which suffices all requirements for payment to EIL under this Surety Bond.

12. The Insurer further agrees that all claims under this Surety Bond is payable to the Company in favour of the above said account number at New Delhi.

13. The Insurer has the power to issue this Surety Bond under its Memorandum and Articles of Association and the undersigned is authorized to sign this Surety Bond on behalf of the insurer and to bind the Insurer thereby.

14. All related parties have agreed to the terms & conditions of this Insurance Surety Bond which conform with the principle of utmost good faith.

IN WITNESS WHEREOF, the **Insurer**, [Insert name of Insurance Company], has executed this **Surety Bond** at [Insert Place] on this [Insert Date].

SIGNED AND SEALED for and on behalf of
[Insert Name of Insurance Company]
by its duly Authorised Signatory:

Signature: _____ _____
Name: [Insert Name]
Designation: [Insert Designation]
Insurance Company Name: [Insert Name]

In the presence of witnesses:

1. **Signature**: _____
   Name: [Insert Name]
   Designation: [Insert Designation]
2. **Signature**: _____
   Name: [Insert Name]
   Designation: [Insert Designation]

INSTRUCTIONS FOR FURNISHING UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND TOWARDS EMD

1. The Unconditional Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) registered with Insurance Regulatory and Development Authority of India (IRDAI).
2. The Insurance Surety Bond by Indian Bidders will be given on non-judicial stamp paper of appropriate value to be purchased in the name of the issuing insurance Company.
3. Insurance Surety Bond is not applicable for Foreign Bidders.
4. Insurance Surety Bond can be submitted in Indian Currency only.
5. Insurance Surety and for Bid security in original shall be submitted along with the Bid.
6. Matter to be mentioned in covering letter to be submitted by Bidder along with insurance surety bond.

1	Insurance Surety Bond No			
2	Insurance Surety Bond Amount			
3	Date of execution of Insurance Surety Bond			
4	Expiry date of Insurance Surety bond			
5	Expiry date of claim period of Insurance Surety			
6	Bidder Name			
7	Tender No.			
8	Nature of Insurance Surety Bond	Earnest Money Deposit / Security Deposit		
9	Insurer Details	A	Insurer Name:	
		B	Address:	
		C	Email Id:	
		D	Phone No:	

(to be typed on bidder's letter head)

COVERING LETTER FOR SUBMISSION OF OFFERS

From:

_____

_____

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

MR. D CHATTERJEE, GM (SCM)
Engineers India Limited,
1, Bhikaiji Cama Place,
EIB – II Floor
New Delhi – 110066, INDIA

SUBJECT : Supply of High Speed Diesel at EIL Office Complex Gurugram
(BIDDING DOCUMENT No.: . DC/8590-000-SE-T-1904/341)

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

1. We have downloaded the full document from the website.

2. Earnest Money Deposit is submitted by BG /Demand Draft/ Pay Order as follows:

Sl. No.	EMD Amount	No. & date	Drawn on Bank
1)	**As per IFB**		

3. Offer is in complete compliance with technical as well as commercial requirements of bidding document and there is no technical or commercial deviation in the offer.
4. We understand that any technical or commercial deviation in the offer shall render our offer liable for rejection.

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,

This document has been e-signed by the person duly authorized to sign on behalf of the bidder and having valid Power of Attorney as per the provisions of bidding document.

PROFORMA FOR ACKNOWLEDGEMENT LETTER

E-MAIL # ***:*** shiridinadh.g@eil.co.in; pankaj.tikadar@eil.co.in; d.chatterjee@eil.co.in

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

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

SUBJECT : Supply of High Speed Diesel at EIL Office Complex Gurugram (BIDDING DOCUMENT No.: DC/8590-000-SE-T-1904/341)

Due Date : 07.05.2026 up to 1200 Hrs. (IST)

Dear Sirs**,**

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

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

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

Thanking you,

Very truly yours,

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

INSTRUCTIONS TO BIDDER

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A GENERAL

1.0 *Introduction*

1.1 Engineers India Ltd. (EIL), Government of India Public Sector Undertaking, is a premier consultancy organisation in South Asia. The regd. Office is located at 1, Bhikaiji Cama Place, R.K. Puram, New Delhi-110066.

1.2 EIL herein after referred to as "Owner" for the job. EIL will also act as Project Manager and Engineer-in-charge for the said project.

1.3 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 Contractor for the tendered work.

2.0 *Definitions*

2.1 With respect to this document, the following definitions shall apply:

i "Instructions to Bidders" shall mean the documents describing the manner in which Bidder shall prepare and submit his bid.

ii "Invitation For Bids" (IFB)/ "Notice Inviting Bid" (NIB) shall mean EIL's request to Bidder for a Bid/ Tender together with the Bidding Document.

iii "Tender" or "Bid" shall mean Bidder's offer to perform the Work, in accordance with Bidding Document.

iv "Tender Document" or "Bidding Document" shall mean the documents issued to the bidder including any subsequent addenda to enable bidder submit his Bid.

v "Bidder" or "Tenderer" shall mean the person or company who receives the Tender Document or Bidding Document and submits Tender or Bid to EIL.

2.2 It shall be bidder's responsibility to have thorough understanding of the reference documents, site conditions and specifications included in the Bidding Document.

3.0 *ELIGIBLE BIDDERS:*

3.1 Bidder shall, as part of their bid, submit a written Power of Attorney authorizing the signatory of the e-Bid to commit the bidder.

3.2 The invitation of bid is open to the bidders who have been issued IFB and who qualify the financial criteria as specified in IFB.

3.3 Bidder should not be under liquidation, court receivership or similar proceedings.

3.4 If a bidder is on holiday / negative list of EIL on due date of submission of bids/ during the process of evaluation of bids, the offer of such a bidder shall not be considered for opening / evaluation / award.

4.0 *COST OF BIDDING*

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

5.0 *ACKNOWLEDGEMENT & CONFIRMATION*

5.1 After downloading of Bidding Document, Bidder shall immediately acknowledge and confirm his intention to bid for the tendered work as per proforma "Acknowledgement-Cum-Consent Letter" enclosed in Bidding Document. Bidder also must intimate their intention of not quoting if they are not submitting the Bid.

6.0 *SPLIT-UP OF WORK*

6.1 No Split up of work is envisaged. The work shall be awarded to one Agency only.

7.0 *SITE VISIT*

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

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

B BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENT

8.0 *BIDDING DOCUMENT*

8.1 The Bidding Document can be downloaded from the designated website(s) given in IFB/ IFB.

8.2 The Bidding Document shall consist of the following and should be read in conjunction with any amendment issued subsequently:

a) Invitation For Bids (IFB)
b) Instructions to Bidders and its attachments.
c) General conditions of Contract
d) Special conditions of Contract and its attachments
e) Schedule of Rates (SOR) / Schedule of Prices (SOP).
f) Scope of Work / Technical Specifications / Standards, Drawings, if any

8.3 Bidder shall upload 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.

8.4 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.

8.5 Bidding document 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.

8.6 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. Although the details presented in this Bidding document consisting of Conditions of Contract, Scope of Work, Technical Specifications and Drawings 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.

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

9.3 Technical / Commercial queries 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.

9.4 Extension in bid due date shall not generally be granted.

10.0 *AMENDMENT OF BIDDING DOCUMENT*

10.1 EIL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Addendum during the bidding period or subsequent to receiving the bids. Any Addendum thus issued shall become part of Bidding Document and Bidder shall upload a copy of the Addendum duly signed in token of his acceptance. Addendum shall be issued to only those bidders, who have downloaded the Bidding Document or submitted acknowledgement cum consent letter as per the Performa enclosed in the Bidding Document.

10.2 In case Addendum is issued during the bidding period, Bidder shall consider its impact in his bid. In case Addendum is issued subsequent to receipt of bids, Bidder shall follow the instructions issued along with Addendum with regard to submission of impact on quoted price / revised price, if any.

10.3 Bid due date shall be considered as bid due date specified in the tender, if there is no extension. However, in case of extension(s), bid due date shall be the final bid due date after all extensions.

11.0 *CONFIDENTIALITY OF BIDDING DOCUMENT*

11.1 The Bidding Document is and shall remain the exclusive property of the Owner without any right to Bidder to use them for any purpose except for the purpose of Bidding.

11.2 On no account will any agency to whom Bidding Documents is issued, part with possession thereof or copy or take copies or tracings of any drawing, plan etc. It should be understood that the information therein is confidential, and that the Bidding Documents are therefore being issued to bidders in the strictest confidence.

C PREPARATION OF BID

12.0 *LANGUAGE OF BID*

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

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

13.0 *COMPLIANCE TO BID REQUIREMENT*

13.1 ZERO DEVIATION:

13.1.1 Bidder to note that this is a ZERO deviation bidding document. Owner will appreciate submission of offer based on the terms and conditions in the enclosed Bidding Document to avoid wastage of time and money in seeking clarifications on technical / commercial aspect of the offer.

13.1.2 Accordingly, Bidder must upload format for "Compliance to Bid requirement" as per as per format enclosed in the Bidding Document duly filled in along with Unpriced part of Bid.

13.1.3 Notwithstanding to the above, bids with the following deviation(s) to the bid conditions may be summarily rejected without any post bid reference to the bidder:

(a) Time Schedule
(b) Schedule of Prices / Schedule of Rates
(c) Arbitration/ Claims & Dispute Resolution
(d) Scope of Work
(e) Scope of Supply
(f) Security Deposit/ Contract Performance Bank Guarantee (CPBG)

(g) Termination of Contract /Suspension of work
(h) Force Majeure
(i) Bid Validity
(j) Bank Guarantees
(k) Compensation for Delay/Liquidity Damages/Price Reduction Schedule/ Penalty

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

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

14.0 *DOCUMENTS COMPRISING BID*

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

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

i PART – I : Techno-Commercial / Unpriced Bid

ii PART - II : Price Bid

14.3 PART- I

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

i Covering letter of Bid on bidder's letter head as per the proforma given in the Bidding document.

ii EMD as per the requirement of IFB.

iii 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.

iv 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.

v Undertaking For Authentication as per **Annexure-IV to IFB.**

vi Bidders General Information as per **Form-A**

vii Details of Financial Capability and documentary evidence as detailed in IFB/IFB.

viii Compliance to Bid requirement as per **Form-D** to ITB.

ix Commercial Questionnaire as per **Form-F** to ITB**.**

x Declaration by Bidder as per **Form-H** to ITB.

xi Details of P.F. and ESI Registration as per **Form-I (1)** to ITB.

In case Bidders establishment is not registered with PF & ESI Authorities, the Bidder shall furnish an undertaking, as per **Form-I (2)** to ITB, that in the event their establishment falls under the purview of PF & ESI Act during the execution of Contract then the Bidder shall get their establishment registered under PF & ESI and they shall also be solely responsible to fulfil the obligation

of PF & ESI at no extra cost to EIL.

xii Bank Account Particulars as per **Form-B** and copy of cancelled cheque.

xiii As a token of confirmation that prices are quoted in the requisite format strictly complying to the requirement, unpriced copy of Schedule of Price as uploaded in the price bid, with prices being replaced by word “quoted”, shall be uploaded along with the un-priced bid.

Also Bidder to indicate the rate of GST/Taxes and HSN/ SAC code in unpriced bid and No price is required to be submitted in the unpriced bid. (As applicable)

xiv Any other information required in the Bidding Documents or considered relevant by the bidder.

xv Form-IA, IB and Form – II (Bidder’s Undertaking) to Annexure-V to IFB-Procurement from a bidder from border a country sharing land border with India

xvi In case Bidder is MSE, Bidder needs to submit the valid "Udyam Registration Certificate". Refer Annexure-IV to IFB for further details.

14.4 PART - II - PRICE BID

14.4.1 This Part shall contain duly filled in Schedule of Price at the designated place 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 uploaded on the website of https://eprocure.gov.in/eprocure/app. Bidder shall download the SOR file available **as excel file**, fill the same and then shall upload the SOR file at the designated place of the CPP Portal https://eprocure.gov.in/eprocure/app in their Price bid.

14.4.2 The format of the files uploaded by bidder of Schedule of Rates should be the same as the format of the files available in the EIL website.

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

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

15.0 *BID PRICES*

15.1 Unless stated otherwise in the Bidding Document, the Contract shall be for the total works as described in Bidding Document, based on the Prices submitted by the Bidder and accepted by the Owner.

15.2 % (Percent) must be filled in the `Schedule of Rates’ after downloading the file uploaded in the e-tender website. In case separate file is uploaded, and any variation in item description, unit & quantity are noticed; the bid is liable to be rejected. In any case, Bidder shall be presumed to have quoted against the tendered description of work and the same shall be binding on the Bidder.

15.3 Bidder shall quote in `Schedule of Rates’ for all the items after careful analysis of cost involved for the performance of the complete item considering all parts of the Bidding Document & the items mentioned in Schedule of Rates. In case any activity though specifically not covered in description of item under `Schedule of Rates' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, GCC, SCC or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

15.4 The prices quoted in `Schedule of Rates’ shall be based on the conditions specified in

SCC, Scope of Work and other contents of Bidding Document.

15.5 The schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every nature and description whatsoever and all risks whatsoever (foreseen or unforeseen) to be taken or which may occur in relation to the execution of the work, like cost of purchase of raw materials, transportation, labour cost, cooking, serving, and cost of all consumable materials and catering, cost of equipment, cooking utensils and maintenance of premises, Service Charges, cost of Uniform etc. as mentioned in the Bidding document.

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

15.7 Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract, 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.

16.0 CURRENCIES OF BID & PAYMENT

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

17.0 *BID VALIDITY*

17.1 Bid submitted by Bidder shall remain valid for a minimum period of 03 (Three) months from the date of opening of Techno-Commercial (Part-I) Bids. Bidders shall not be entitled during the said period, without the consent in writing of the Owner, to revoke or cancel their Bid or to vary the Bid given or any term thereof. In case of Bidders revoking or cancelling their Bid or varying any terms in regard thereof without the consent of Owner in writing, such Bidder may also be put on Holiday list/Negative list.

17.2 EIL may solicit the bidders consent to an extension of the period of validity of bid. The request and the responses there to shall be made in writing. Bidders agreeing to the request for extension of validity of bid will not be permitted to modify the bid.

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

18.1 The Bid must be accompanied by Earnest Money (interest free) as per provisions mentioned in IFB.

18.2 If a bidder submits more than one bid either directly (as a single bidder or as a member of consortium) or indirectly (as a sub-contractor), EMD, if any, submitted by the bidder shall be forfeited.

18.3 If the Bidder, after submission, revokes his Bid or modifies the **t**erms and conditions thereof during the validity of his Bid except where EIL has given opportunity to do so, the earnest money shall be liable to be forfeited. EIL may at any time cancel or withdraw the Bidding Process without assigning any reason and in such cases the earnest money submitted by Bidder will be returned to him.

18.4 EIL shall not pay any Interest on Bid Security furnished. Further, in case bank guarantee submitted is found to be fake, bid of such bidder shall be rejected and may initiate action as deemed necessary as per EIL Policy.

18.5 In case the successful Bidder, fails to accept arithmetical corrections as given in ITB, EMD submitted by them shall be forfeited.

18.6 The successful Bidder shall be required to submit Contract Performance Bank Guarantee (CPBG) and execute the Contract Agreement with EIL in the manner and within the time period indicated in Conditions of Contract. Should the successful Bidder fail or refuse to sign the agreement or furnish the Contract Performance Bank Guarantee (CPBG) within the specified period, the earnest money shall be liable to be forfeited without prejudice to his being liable to any further loss or damage incurred in consequence by EIL.

18.7 EMD/ Bid Securities of unsuccessful bidders will be returned upon placement of order/ award. Also EMD of late bids/ where unpriced bids not opened, shall be returned after

priced bid opening. In case of the successful Bidder the same will be returned after the order/ contract is effective and Contract Performance Bank Guarantee is submitted. However, in case EIL decides to cancel/ annul the Enquiry/ Bidding Document at any stage during the bidding process but before the award of work, EMD of the bidders shall be returned at the earliest from the date of such decision.

18.8 The bid Security shall be forfeited in any of the following situations :

a) If the bidder submits alternative bids; or
b) If the bidder suo moto modifies his bid; or
c) Withdraws his bid during the period of bid validity; or
d) In case, during evaluation of bid, it is found that any forged/fake document has been furnished.
e) In the case of a successful bidder, if the bidder fails or refuses:
   i) to accept the Purchase Order/signing of the Contract
   ii) to furnish Contract Performance Bank Guarantee.
   Iii) to accept arithmetical corrections of its bid, as per the terms of the Bidding Document.

In case, any of the above events happens, the bidder shall be given a notice of 7 days to take corrective action and in case corrective action is not taken, the bid security shall be encashed without any further notice. The approval for such encashment shall be taken from the competent authority for approval of award recommendation of the case.

19.0 *FORMAT AND SIGNING OF BID*

19.1 The bidder shall submit e-bid as per the provisions given in this bidding document in Govt. of India's Central Public Procurement Portal (CPPP) http://eprocure.gov.in/eprocure/app as per the guidelines given in the bid document.

19.2 The e-bid shall be signed (e-signed) by the person duly authorised to sign on behalf of the bidder and having valid POA for the same at the time of bid submission. The digital signature used for signing the bid shall be issued in the name of such authorised person and the certificate details, available from the e-signed documents, should indicate the details of the signatories. All documents/files of the bid shall be signed by using the digital signature issued in the name of the person having valid Power of Attorney (POA) at the time of bid submission. Any consequences resulting due to such signing (e-signing) shall be binding on the bidder.

20.0 *SUBMISSION OF BID*

20.1 To assist Bidder in ensuring the completeness of bid, a checklist for submission of various documents/details in un-priced commercial part of bid', as per clause no 14.3 of ITB.

D BID SUBMISSION

21.0 ONE BID PER BIDDER

21.1 A bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

21.2 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:

a) All bids submitted by such bidder (say 'A') directly & indirectly, shall stand rejected.

b) 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 http://eprocure.gov.in/eprocure/app.

No Document is required to be submitted in physical form

23.0 *DEADLINE FOR SUBMISSION OF BID*

23.1 The e-bid must be submitted on Govt. of India's Central Public Procurement Portal (CPPP) http://eprocure.gov.in/eprocure/app within due date and time for bid submission as specified in IFB/ IFB.

23.2 EIL may, in exceptional circumstances and at its discretion, on giving reasonable notice by e-mail / fax or any written communication to all prospective bidders who have downloaded the bid document extend the deadline for the submission of bids in which case all rights and obligations of the Employer / Consultant and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

23.3 Bidders in their own interest are requested to register on e- tendering portal and upload their bid well in time.

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

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

24.1 E-system of EIL shall close immediately after the deadline for submission of bid prescribed in the IFB.

24.2 Unsolicited bids or bids being submitted in physical form / to address other than one specifically stipulated in the bid document will not be considered for opening / evaluation / award and will be returned to such bidders.

25.0 *MODIFICATION AND WITHDRAWAL OF BIDS*

25.1 The bidder may modify, re-submit or withdraw its e-bid after the bid submission, but, before the due date of submission as per provision of e-tendering system of EIL. No bid can be modified after the deadline for submission of bid.

25.2 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid security in line with the provision of the bidding document.

E BID OPENING AND EVALUATION

26.0 *BID OPENING*

26.1 EIL will open the un-priced techno – commercial bids in the presence of bidders' designated representatives at date & time as stipulated in IFB at the address given in the bidding document. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.

26.2 Bidder's names, the presence (or absence) and amount of bid security, and any other such details as EIL may consider appropriate will be announced during unpriced bid opening.

27.0 *EVALUATION OF TECHNO-COMMERCIAL BIDS*

27.1 The Owner will examine the bids to determine whether they are complete and whether the bids are generally in order.

27.2 Prior to the detailed evaluation, the Owner will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding documents. A substantially responsive Bid is one which conforms to the terms, conditions and specification of the Bidding Documents without material deviation. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the Bidding Documents, the OWNER's rights or the Bidder's obligations as envisaged in the Bidding Documents, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

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

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

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

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

27.5 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.

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

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

27.8 UNSOLICITED POST TENDER MODIFICATIONS

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

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

27.9 COMPLETE SCOPE OF WORK

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

28.0 *OPENING OF PRICE BID*

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*

29.1 EIL shall correct arithmetical errors on the following basis:

I. The prices quoted by bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the bidder in the SOR/price schedule formats. If some discrepancies are found between the rate / amount given in figures/words, the total amount shall be corrected as per the following procedure, which shall be binding upon the bidder:

a) When there is discrepancy between the total amount quoted by the bidder "in figures" and in "words", the total amount quoted in words shall prevail.

30.0 *EVALUATION OF PRICE BIDS*

30.1 The prices quoted by the bidders shall be checked for arithmetic correction if any based on the rate and amount filled by bidder in the SOR formats. If some discrepancies are found between the rate/amount, the total amount shall be corrected as per the provisions of Sl. No. 29 above.

30.2 The evaluation of all techno-commercially acceptable bids to determine the lowest evaluated price shall be carried out based on the maximum rebate percentage quoted by the bidders, which will be considered for evaluation and award purposes

30.3 Any unsolicited reduction in price offered by a bidder within the bid validity by way of discount or revised prices, subsequent to the bid due date, shall not be taken into account for comparison. However, such reduction in price shall be taken into account for ordering if such bidder happens to be recommended as per the originally quoted prices.

30.4 In the event of any unsolicited price increase/ decrease rebate sought by any bidder, subsequent to the bid due date, the bid of such a bidder shall be rejected, in case the bidder does not agree to withdraw the price increase/ decrease rebate. In case, price increase is sought by the L1 bidder after priced bid opening and the bidder does not agree to withdraw the price increase/ decrease rebate, the order shall not be placed with price increase and the enquiry shall be refloated.

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

30.6 Purchase Preference to Central Public Sector Undertakings or any other Government guideline as applicable from time to time shall be considered.

30.7 EIL reserves the right to allow Micro & Small enterprises, price preference as admissible under the prevailing procurement policy for MSEs. The complete scope of Services shall be awarded on MSE bidder within the price range of L1 bidder's evaluated price + 15%, subject to their matching L1 bidder's price.

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

Refer Annexure-IV to IFB for further details.

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

34.0 *CONTRACT AGREEMENT*

34.1 The Contractor shall execute a formal contract with the Owner within specified period from the date of issue of Detailed Letter of Acceptance on a non-judicial stamp paper, purchased from New Delhi, of appropriate value (Rs. 200/-). The cost of non-judicial stamp paper shall be borne by the Contractor

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

34.3 The Contract document shall consist of the following:

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

35.0 CLARIFICATION REQUESTS FROM BIDDERS

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

36.0 *INFORMATION FOR MSE BIDDERS*

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

i) Monthly Reports for purchase of material/services/ sub-contracts (from MSE vendors) shall be submitted by bidder to ……(Name of CPSU).

ii) The report shall be signed by authorised person of contractor (Successful Bidder).

iii) Report shall be submitted in the following format.

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

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

Name of the Company	**Name of The Platform**	**Web Address**	**Address**	**Contact Person**
A.TREDS Limited	Invoicemart	https://www.invoicemart.com/	11th Floor, Office No A-3, Ashar IT Park, Road No 16Z, Wagle Industrial Estate, Thane, Maharashtra, 400604	Mr. Ankur-8447308425
Receivables Exchange of India Limited	Trade Receivables Discounting System (TReDS)	http://www.rxil.in/	Trade Centre (Vatika Business Centre), First Floor (Unit No.2), Office No.14, Bandra Kurla Complex, Bandra (East), Mumbai – 400051. Maharashtra	Ms. Ruchi Agarwal 9560793437
Mynd Solutions Private Limited	M1xchange	https://www.m1xchange.com/	280, Udyog Vihar, phase-IV, Gurgaon, Haryana, 122001	Mr. Dipansu 9711008042

37.0 Uploading of invoice on invoice portal:

Suppliers and Service Providers can upload the scan copy of invoices and other documents as required in the Purchase order/Work order on the EIL Invoice Portal

to enable EIL to speed up and cut down on the processing and payment cycle. Post uploading, all correspondence between EIL and suppliers/service providers will be through the portal. The uploading of invoices shall also facilitate EIL to expeditiously process the invoices so that payment can be released shortly after receipt of original documents. Suppliers/service providers can track the status of the uploaded invoices through the portal.

A user guide on the operation of the portal is available on log in.

URL of the portal is http://www.eil.co.in/invoiceportal

Registered Supplier/Contractor can Login with existing Supplier/Contractor code using the radio button.

◉ **Registered Supplier/Contractor in EIL.**

Non-Registered Supplier/Contractor can Login with PAN No. and generate the password using the radio button.

○ **Non-Registered Supplier/Contractor.**

Annexure – I

E-TENDERING METHODOLOGY

Instructions for Online Bid Submission:

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

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

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

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: http://eprocure.gov.in/eprocure/app) by clicking on the link "Click **here to Enroll**" on the CPP Portal is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process and submit in EIL tender portal for updation of records (http://tenders.eil.co.in) . These details would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

5) Foreign Bidders have to refer "DSC details for foreign Bidders" for Digital signature Certificates requirements which comes under Download Tab at http://eprocure.gov.in/eprocure/app and the remaining part is same as above and below.

6) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

7) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, the same can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

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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 3 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

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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.

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Purchase preference to Micro and Small Enterprises (MSEs)

1. **Purchase Preference (PPP-MSE, 2012):** Bidder is hereby instructed that relevant documents and information pertaining to MSE, which is necessary for availing the relevant benefits during evaluation, must be updated / uploaded in the designated folder on GeM Portal.

   Bidder to note that in spite of submission of relevant documents in the ATC folder, they shall not be provided the applicable benefits during evaluation on GeM Portal in case they fail to adhere to the above instructions.

   In case MSE do not select the MSE option at designated folder on GeM Portal during Bid Submission, they shall not be considered for MSE Preference by GeM, even though MSE Bidder is a natural L1.

   The evaluation as done by GeM Portal shall be final and binding.

2. 'Purchase preference to Micro and Small Enterprises (MSEs)' Clause under 'MSE Purchase preference' of Bid Document stands replaced by the following:

   Purchase preference to micro and small enterprises (MSEs): Purchase Preference will be given to MSEs as defined in public procurement policy for micro and small enterprises (MSEs) order, 2012 dated 23.03.2012 issued by ministry of micro, small and medium enterprises and its subsequent orders/notifications issued by concerned ministry having valid **Udyam Registration Certificate** irrespective of relevant product category. Relevant documentary evidence in this regard shall be uploaded along with the bid. Traders are excluded from the purview of this policy. If L-1 is not an MSE and MSE seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value".

3. In addition to above, MSE bidder shall also submit the following:

   a) Micro or Small Enterprises shall submit the documentary evidence that the bidder is a Micro or Small Enterprises registered with Udyam Registration. Accordingly, Micro or Small enterprises registered on Udyam Registration portal shall be eligible for various benefits defined in the bidding document under the Purchase Preference Policy for MSEs, 2012 and shall submit "Udyam Registration Certificate".

      All existing enterprises registered under EM-Part-II or UAM shall be required to register again on the Udyam Registration portal after the 1st day of January, 2021.

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

   c) In order for MSE owned by SC/ST Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012 to SC/ST Entrepreneurs, the MSE shall additionally submit a relevant SC/ ST certificate in the name of SC/ ST proprietor or partner(s) holding minimum 51% shares in case of partnership or

person(s) holding minimum 51% shares in limited companies, issued by any of the following:

- District Magistrate/ Additional District Magistrate/ Collector/ Deputy Commissioner/ Deputy Collector/ 1st Class Stipendiary Magistrate/ City Magistrate/ Sub-Divisional Magistrate/ Taluka Magistrate/ Executive Magistrate/ Extra Assistant Commissioner (not below the rank of 1st Class Stipendiary Magistrate).
- Chief Presidency Magistrate/ Additional Chief Presidency Magistrate/ Presidency Magistrate.
- Revenue Officers not below the rank of Tehsildar
- Sub-Divisional Officer of the area where the candidate and/ or his family normally resides.
- Administrator/ Secretary to Administrator/ Development Officer (Lakshadweep Islands).

d) Micro & Small Enterprises shall be considered as owned by Women Entrepreneurs as per the below definition:

- In case of proprietary MSE, proprietor should be Women.
- In case of partnership MSE, the Women partner(s) should be holding at least 51% shares in the unit.
- In case of Limited companies, at least 51% share should be held by Women shareholder(s).

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

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

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

4. In view of Ministry of MSMEs (MoMSME) Gazette notification No. S.O. 4926(E) dated 18.10.2022, the guidelines for acceptance of bidder's status availing EMD exemption, as incorporated in the subject tender stands modified and new clause has been added as per the following:

"In case of an upward change in terms of investment in Plant and Machinery or Equipment OR Turnover OR both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (Micro or Small or Medium) it was in before the re-classification, for a period of three years from the date of such upward change".

Hence, in case of upward change in status, MSE Bidder is required to submit the previous certificate also to establish consequent reclassification to avail the MSE benefit.

Note: As already stipulated in the bidding document, bidders are required to submit valid Udyam Registration Certificate which shall be verified online at the time unprice bid opening. Accordingly, bidder's three year status as visible online at the time of such verification shall be considered for evaluation based on above clause.

5. As per Ministry of Micro, Small & Medium Enterprises (MoMSME) OM F.No.21(6)/2020-MA(E-4016565) dated 31.08.2023, benefits to MSEs shall be given as per the following:

    i. If the major activity of the MSE is Services or Manufacturing then the unit is eligible to avail the benefits of Public Procurement Policy for MSEs Order, 2012. **MSEs registered as a Trader (Major Activity) cannot avail the benefits of the said policy.**

    ii. If the major activity of the MSE is Services (Trading) then the unit is not eligible for availing the benefits of the Public Procurement Policy for MSEs Order, 2012. **MSMEs under such categories are eligible only for availing Priority Sector Lending benefits.**

    iii. **If the major activity of the MSE is trading then the unit is a trader** and is not eligible for availing the benefits of the Public Procurement Policy for MSEs Order, 2012.

    iv. **Irrespective of the product category, the benefits of Public Procurement Policy, such as, exemption from payment of EMD, free tender document shall be given to all eligible MSEs, except for Traders and in Works contracts.**

6. In case bidder is MSE and has submitted Udyam Registration Certificate for purchase preference, but bidder has not opted for the same on GeM portal then no purchase preference shall be applicable despite of submission of Udyam Registration Certificate. However, EMD relaxation shall be provided to the bidder.

FORM OF CONTRACT PERFORMANCE GUARANTEE

[ON APPROPRIATE STAMP PAPER]

Beneficiary: Engineers India Limited
Bank Guarantee No. [.....]

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

IN FAVOUR OF:

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

WHEREAS

I. EIL has entered into a Contract vide Purchase Order/ Letter of Acceptance/ Fax of Acceptance no.....dated ..... **(the "Contract")** with .....**[insert name of Contractor] (*the "Contractor"*)** 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.

II. In terms of the Contract, the Contractor is required to furnish to EIL, an unconditional, irrevocable, on demand bank guarantee for an amount..... **[insert amount in figures & words] (the "Guaranteed Amount")** which is equal to.....% of the Contract Price, as security for due and punctual performance/ discharge of the Contractor's obligations under the Contract.

III. At the request of Contractor, 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. The Guarantor hereby irrevocably and unconditionally guarantees and secures (as primary obligor and not merely as guarantor) to EIL (as beneficiary) 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 Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by EIL against the Guarantor upto the value of Guaranteed Amount.

   Payment made hereunder shall be made free and clear of and without any deductions so that EIL receives the full Guaranteed Amount due hereunder.

2. 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 status /stage of the contract 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.

3. 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 sanctions on the Contractor or any change in ownership of the Contractor, or the pendency of any suit or other legal proceedings including arbitration or conciliation pending before any court, tribunal or arbitrator or conciliator(s) relating thereto 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.

4. 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 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, the Contractor or any other Person;

   (b) any incapacity or lack of powers, of the Contractor or any other Person;

   (c) any variation of the Contract

   (d) any unenforceability or illegality or invalidity of any obligation of any Person under the Contract or of the Guarantor under this Guarantee or of any Person under any other document or guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability or 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 Contract Period; or by any extension, waiver, or amendment whatsoever which may release the Guarantor 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.

5. 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.

6. The Guarantor further 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) No actions / omissions of The Guarantor shall effect the legality, validity, binding effect or enforceability of this Guarantee.
   (c) 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

7. If any one or more of the provisions contained in this Guarantee are or become invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall

not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with EIL to replace the invalid or unenforceable provision.

8. Any notice, request, demand or claim or other communication to be given or made under this Guarantee shall be in writing addressed to the Guarantor and may be transmitted to the Guarantor either by post or by email address as set opposite its signature hereunder.

9. 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.

10. Neither party shall assign or transfer any or all parts of its interest herein to any other person without express written consent of the other party..

11. "Notwithstanding anything contained herein:

a) Our liability under this guarantee shall not exceed..... (Amount in figures & words) and

b) This bank guarantee shall be valid upto.....(expiry date) and

c) We are liable to pay the guaranteed amount only and only if we receive a written claim or demand on or before ..... (not less than 2 months from expiry date).

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

Signed and delivered by its constituted attorney
(Signature of a person authorized to sign on behalf of the Guarantor)
insert name of Bank] Bank by hand

Name:

Designation;

Address:

Email:

APPENDIX-B

ANNEXURE-43A

(In Bank's Letter Head)

Fixed Deposit Confirmation Letter by Bank

Date: _ _/_ _/_ _ _ _

To,

Engineers India Limited,
.....
.....
.....

Dear Sir/ Madam

Sub: Issuance of Cumulative FDR..... amounting to ₹.....valid till.....***{up to Contract period plus defect liability period plus 2 months}*** duly pledged / lien in favour of Engineers India Limited (EIL).

It is hereby certified that Cumulative Fixed Deposit Receipt (FDR) bearing number.....dated..... amounting to ₹..... (Amount in figure and words) has been issued by ..... (Name of the Bank) branch address..... The maturity value is ₹..... on dated.....

This FDR has been issued on the request of M/s .....(Name of the Supplier/ Contractor) under the P.O. No/ Work order No.. .....This FDR can be encashed/ redeemed without any consent/ letter from the Supplier/ Contractor M/s.....(Name of the Supplier/ Contractor) on the demand by Engineers India Limited and the payment will be made to the Account (payable at New Delhi) of Engineers India Limited excluding the interest earned thereon. The Bidder cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of EIL.

This FDR shall be governed by, and construed in accordance with, the laws of India. .....(Name of the Bank) branch address.....irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this FDRs may be brought in the courts in Delhi.

If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the Supplier/ Contractor & EIL for renewal.

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of.....[Name of the Bank & Branch details (Including IFS Code)]

Signature.....

Name:.....
Designation:.....
Contact no. .....
Email Id. .....
Stamp of Bank.....

Note:

(i) This letter in Original forms an integrated part of FDR
(ii) The FDR shall be in the name of the Applicant (Name of Bidder) A/c Engineers India Limited with a lien marked in favor of the beneficiary (i.e. EIL).
(iii) The communication can be send to the following:
Details for confirmations (including Address, Email Id, IFS Code and contact no.)....

ANNEXURE-43B

FORMAT OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND TOWARDS CONTRACT PERFORMANCE SECURITY

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

Beneficiary: Engineers India Limited

Insurance Surety Bond No. [.....] (hereinafter referred to as the "Surety Bond")

THIS SURETY BOND is executed on this [.....insert day] day of [.....insert month and year] at [.....insert place] by [.....**INSERT NAME OF INSURANCE COMPANY**], a company registered under the Insurance Act, 1938 and licensed by the Insurance Regulatory and Development Authority of India (IRDAI) to carry on the business of general insurance in India, having its head/registered office at [.....insert address], (hereinafter referred to as the "Insurer", 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

I. EIL has entered into a Contract vide Purchase Order/Letter of Acceptance / Fax of Acceptance no..... dated..... **(the "Contract")** with ..... **[Insert name of Contractor]** (the **"Contractor"**) 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.

II. In terms of the Contract, the Contractor is required to furnish to EIL, an unconditional, irrevocable, on demand Surety Bond for an amount ..... **[insert amount in figures & words]** (the **"Bond Amount"**) which is equal to .....% of the Contract Price, as security for due and punctual performance/discharge of the Contractor's obligations under the Contract.

III. At the request of Contractor, the Insurer has agreed to provide an unconditional, irrevocable and on-demand Surety Bond, for the due and punctual

performance/discharge by the Contractor of its obligations under the Contract during the Contract Validity Period.

NOW THEREFORE THIS BOND WITNESSETH AS FOLLOWS:

1. The Insurer hereby irrevocably and unconditionally guarantees and secures (as primary obligor and not merely as Insurer) to EIL (as beneficiary) 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 "Bond Obligation"), without any demur, reservation, protest or recourse, immediately on receipt of a demand from EIL.

   The Insurer further agrees that this Surety Bond does not limit the number of claims that may be made by EIL against the Insurer up to the value of Bond Amount.

   Payment made hereunder shall be made free and clear of and without any deductions so that EIL receives the full Bond Amount due hereunder.

2. The Insurer's liability under this Surety Bond shall not exceed..... (Bond Amount in figures & words) and this Surety Bond shall be valid upto. .....(expiry date). Insurer is liable to pay to EIL the demanded amount only upon receipt of written claim or demand from EIL on or before ..... (not less than 2 months from expiry date).

3. The Insurer shall, pay to EIL sums not exceeding the Bond 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 Insurer shall not be required to go into the veracity of any breach or failure on the part of the Contractor or status /stage of the contract 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 Insurer'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 Insurer 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 sanctions on the Contractor or any change in ownership of the Contractor, or the pendency of any suit or other legal proceedings including arbitration or conciliation pending before any court, tribunal or arbitrator or conciliator(s) relating thereto or any purported assignment by the Contractor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a Insurer or a surety.

   Further, this Surety Bond is in no way conditional upon any requirement that EIL first attempt to procure the Bond Amount from the Contractor, or any other Person, or resort

to any other means of obtaining payment of the Bond Amount, prior to make any recourse to this Surety Bond.

5. EIL shall be entitled to treat the Insurer as the principal debtor. The obligations of the Insurer under this Surety Bond shall not be affected by any act, omission, matter or thing which would reduce, release or prejudice the Insurer from any of the Bond Amount or prejudice or diminish the Bond Amount in whole or in part, including (whether or not known to it, or EIL):

(a) any time or waiver granted to, the Contractor or any other Person;

(b) any incapacity or lack of powers, of the Contractor or any other Person;

(c) any variation of the Contract

(d) any unenforceability or illegality or invalidity of any obligation of any Person under the Contract or of the Insurer under this Surety Bond or of any Person under any other document or Surety Bond, to the extent that each obligation under this Surety Bond shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability or illegality or invalidity;

(e) the partial or entire release of any Insurer or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Contractor's obligations during the Contract Period; or by any extension, waiver, or amendment whatsoever which may release the Insurer 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 Bond Amount becomes or may reasonably be expected to become impossible, then the Bond Amount shall be promptly paid by the Insurer to EIL on demand.

7. The Insurer further represents and warrants to EIL that:

(a) it has the power to execute, deliver and perform the terms and provisions of this Surety Bond and has taken all necessary action to authorize the execution, delivery and performance by it of this Surety Bond;

(b) No actions / omissions of the Insurer shall affect the legality, validity, binding effect or enforceability of this Surety Bond.

(c) the Insurer has duly executed and delivered this Surety Bond, and this Surety Bond constitutes its legal, valid and binding obligation enforceable in accordance with its terms

8. If any one or more of the provisions contained in this Surety Bond are or become invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Insurer shall enter into good faith negotiations with EIL to replace the invalid or unenforceable provision.

9. The Insurer further agrees that to fulfill the Contractor's liability during the contract period, if requested by the Contractor in writing, the insurer shall issue Amendment to this Surety Bond, as and when required, incorporating the extended date of validity and/or other amendment.

10. Any notice, request, demand or claim or other communication to be given or made under this Surety Bond shall be in writing addressed to the Insurer and may be transmitted to the insurer either by post or by email address as set opposite its signature hereunder. The Insurer shall pay the amount immediately upon receipt of such written demand from EIL which suffices all requirements for payment to EIL under this Surety Bond.

11. This Surety Bond shall be governed by, and construed in accordance with, the laws of India. The Insurer irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this Surety Bond may be brought in the courts in Delhi.

12. Neither party shall assign or transfer any or all parts of its interest herein to any other person without express written consent of the other party.

13. All related parties have agreed to the terms and conditions of this Insurance Surety Bond which conform with the principle of utmost good faith.

IN WITNESS WHEREOF the **Insurer** has set its hand hereunto on the day, month and year first hereinabove written.
Signed and delivered by its constituted attorney
(Signature of a person authorized to sign on behalf of the Insurer)
insert name of Insurance Company] Insurer by hand

Name:

Designation;

Address:

Email:

INSTRUCTIONS FOR FURNISHING UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND TOWARDS SECURITY DEPOSIT

1. The Unconditional Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) registered with Insurance Regulatory and Development Authority of India (IRDAI).
2. The Insurance Surety Bond by Indian Bidders will be given on non-judicial stamp paper of appropriate value to be purchased in the name of the issuing insurance Company.
3. Insurance Surety Bond is not applicable for Foreign Bidders.
4. Insurance Surety Bond required to submit in Indian Currency only.
5. Matter to be mentioned in covering letter to be submitted by vendor along with insurance surety bond.

1	Insurance Surety Bond No			
2	Insurance Surety Bond Amount			
3	Date of execution of Insurance Surety Bond			
4	Expiry date of Insurance Surety bond			
5	Expiry date of claim period of Insurance Surety			
6	Bidder Name			
7	Tender No.			
8	Nature of Insurance Surety Bond	Earnest Money Deposit / Security Deposit		
9	Insurer Details	A	Insurer Name:	
		B	Address:	
		C	Email Id:	
		D	Phone No:	

PROPOSAL FORMS

FORM-A

BIDDER'S GENERAL INFORMATION

To
Engineers India Limited

1-1 Bidder Name: _____

1-2 Status of Firm: Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others
If Others Specify: _____

1-3 Number of Years in Operation: _____

1-4 Address of Registered Office: _____

City_____ District _____

State _____ PIN/ZIP_____

1-5 Operation Address if different from above: _____

_____

City_____ District _____

State _____ PIN/ZIP_____

1-6 Telephone Number: _____

(Country Code) (Area Code) (Telephone 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 GST Registration No. : _____

1-16 PAN No. : _____

1-17 Whether SSI Registered or not: _____

FORM-B

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.

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

FORM-C

DELETED

FORM-D

COMPLIANCE TO BID REQUIREMENT

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

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

(SIGNATURE OF BIDDER WITH SEAL)

FORM-E

CHECK LIST FOR SUBMISSION OF BID

Sl. No.	Requirement	Document Required	Points to be noted and complied at time of submission of Bid	Submission Status (YES (Y) / NO (N))
Section – I: Bidder must submit the following documents in the first instance along with bid. In case of non-submission of the same in the first instance, Bidder's offer is liable for rejection.				
1.	**Earnest Money Deposit (EMD)**	EMD as per IFB to be submitted	**i) Other than CPSE enterprise/ Start-up Bidder:** a) Bidder to upload the scanned copy of the **EMD** on e-procurement portal. b) Bidder to ensure submission of EMD in original at EIL office preferably before the Bid due date and time. c) Bidder to also upload the SFMS details in case submitting EMD in the form of BG. ii) **CPSE Enterprise/ Start-up Bidder:** a) Indian Central Public Sector Undertakings / Enterprises are exempted from submission of EMD subject to submission/upload of required declaration in this regard along with their e-bid. b) Start-up bidders are exempted subject to submission of certificate of recognition towards startup enterprise registration issued by department for promotion of industry and internal trade (DPIIT), Ministry of commerce & Industry.	a) b) c) a) b)
2.	**Declaration for availability of unutilized line of credit for shortfall in Working Capital**	**Line of Credit (LOC)**, if required as per **IFB** to be submitted	Bidder to submit **Line of Credit (LOC)** in the first instance in case of short fall in their working capital as per IFB (No opportunity shall be given to submit the letter post the Bid due date). Bidder to ensure that there is no change in format.	
3.	**PTR Submission as per BQC-Technical**	Documents to be submitted as per **of IFB**	(a) PTR format, if any along with supporting documents to meet technical criteria specified in IFB (Bidder to be submit supporting documents for single / multiple work orders separately).	

Sl. No.	Requirement	Document Required	Points to be noted and complied at time of submission of Bid	Submission Status (YES (Y) / NO (N))
Section-II: Other requirements				
4.	**Power of Attorney**	As per ITB	**i) For e-Bid signatory to the Bid:** (a) Power of Attorney to be submitted in favour of authorized e-Bid signatory, i.e. whose Digital Signature Certificate (DSC) is used for e-Bid submission. **Note:** Bidder to ensure that the DSC of authorized digital signatory has adequate validity so that the same does not expire during the evaluation period.	
5.	**Financial Documents** **(Bidder to submit either of the two, i.e., Balance Sheets OR Certificate from Statutory Auditor to be submitted as per IFB requirement)**	**Balance Sheet**	**Bidder to submit the Complete audited financial statements for immediate three preceding years containing the following as minimum:** (a) Balance Sheet (b) Profit and Loss Statement (c) Notes and other Schedules (d) Audit Report	
		Annexure-IIA/ Annexure-IIB of IFB (Certificate by Statutory Auditor (SA) / Chartered Accountant (CA))	Bidder to submit Financial Details of Bidder, from the **SA/ CA, on the letterhead of Statutory Auditor / CA** in the format enclosed as **Annexure-IIA of IFB** OR Bidder to submit Financial Details of Bidder, from the **SA/ CA, on the letter head of Bidder**, **duly certified by Statutory Auditor / CA** in the format enclosed as **Annexure-IIB of IFB**	

Sl. No.	Requirement	Document Required	Points to be noted and complied at time of submission of Bid	Submission Status (YES (Y) / NO (N))
6.	**Authentication of BQC Documents**	All document submitted against the BQC criteria	Bidder shall furnish an undertaking in the format as per the **Annexure-IV to IFB**, towards the authenticity of submitted BQC Documents. (a) For Limited companies: By the authorized signatory of Bidder holding power of attorney for signing of bid. (b) For proprietorship firm: By Proprietor. (c) For partnership firm: By at least two partners. Bidders shall be required to upload the digitally signed authenticated copies of documents for meeting BQC on the e-tendering portal only. Bidders shall not be required to submit the original authenticated documents in physical form to EIL.	
7.	**Undertaking for Land Border Sharing**	**Form – IA / IB/ II in Annexure-V to IFB**	a) Bidder to submit on their company letter head duly filled. b) Bidder to indicate Yes / No. against Statements 1 and 2 (as applicable) in the form (both being mutually exclusive). c) In case of indicating 'Yes' against Statement 2, Bidder to submit registration form from the competent authority.	
8.	**Compliance to Bid Requirement**	**Proposal Form (Form-D)**	Bidder to submit the Bid Compliance form.	
9.	**Commercial Questionnaire**	**Proposal Form (Form-F)**	a) Bidder to submit the Commercial Questionnaire . b) Clauses where in the Bidder has to indicate their responses may be specifically mentioned.	
10.	**Declaration by Bidder**	**Proposal Form (Form-H)**	Bidder to submit the form.	
11.	**Bidder General Information**	**Proposal Form (Form-A)**	Bidder to submit the form duly.	
12.	**Bank mandate Form**	**Proposal Form (Form-B)**	Bidder to submit duly filled form indicating all the details and ensure verification from their bank official	
13.	**Organization Details**	-	**Proprietorship firm:** Declaration by Proprietor on proprietorship firm's letter head certifying himself.	

Sl. No.	Requirement	Document Required	Points to be noted and complied at time of submission of Bid	Submission Status (YES (Y) / NO (N))
			Partnership firm: Latest certified copy of the partnership deed. **Company (whether private or public)**: Certified copy of the `Certificate of Incorporation' together with certified Memorandum/ Articles of Association.	
14.	**Unpriced Copy of Schedule of Rates**	**Summary of Prices (Form SP-0)**	Bidder to submit the unpriced copy of Summary of Prices **(FORM-SP0)** duly mentioning **'quoted'** instead of the prices.	
15.	**Price Bid**	**Summary of Prices (Form SP-0)**	Bidder to download the .xls file as available on the e-procurement portal and quote as per the preamble to SOR and Instruction to Bidders in the Bidding Document and upload the .xls file at the specified location on the e-procurement portal.	

(SIGNATURE OF BIDDER WITH SEAL)

FORM-F

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 as per IFB.	Confirmed
2.0	Confirm that Earnest Money Deposit (EMD) as per bid stipulations have been furnished along with bid.	Confirmed
3.0	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	Confirmed
4.0	**Confirm that the following documents are submitted with Part-I:**	
a)	All documents as per CHECK LIST, ITB and its Proposal Forms.	Confirmed
b)	Compliance to Addendum / Amendments as a token of acceptance (Applicable, if issued).	Confirmed
5.0	Confirm your compliance to critical stipulations of Bidding Document as mentioned in ITB/IFB	Confirmed
6.0	**Schedule of Rates/Price**	
a)	Confirm that the Price Part of e-Bid as per Price Schedule format enclosed with Bidding Document has been duly filled in.	Confirmed
b)	Confirm that the quoted price is for complete scope of work, supply of all material, labour, consumables etc. as applicable as per the Scope of Work.	Confirmed
7.0	Confirm that you have studied complete Bidding Document and your Bid is in accordance with the requirements of the Bidding Document.	Confirmed
8.0	Confirm your acceptance for `Scope of Supply' mentioned in the Bidding Document and confirm that all materials shall be supplied as per Standards and Specification.	Confirmed
9.0	Confirm your acceptance for Contract Period / Time Schedule / Completion Period as mentioned in Bidding Document.	Confirmed
10.0	Confirm that your quoted price includes all taxes, duties as applicable for this Work except GST in accordance with the provision of bid document.	Confirmed
11.0	Confirm that your quoted price includes all types of insurance as per the provisions of Bidding document.	Confirmed
12.0	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work / Services and technical requirement mentioned in Bidding Document.	Confirmed
13.0	a) We confirm that we are not involved in any Litigation/ Arbitration.	Confirmed/ Not Confirmed (Strike Through whichever is

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
		not Applicable)
	OR	
	b) We confirm that the current Litigation / Arbitration, in which Bidder is involved will not have any impact in work being tendered or in entering into contract during the validity of offer and performing the contract till all the contractual obligations under contract are performed.	Confirmed/ Not Confirmed (Strike Through whichever is not Applicable)
14.0	Confirm that Bidder is not under Liquidation, court receivership or similar proceedings.	Confirmed
15.0	Confirm that the Bidder has not been banned OR delisted by any Government or Quasi Government agencies or Public Sector Units.	Confirmed
16.0	Bidder to confirm the status of their being banned or delisted or placed on "Holiday List and/ or any other similar list" (including the matter under sub-judice, if any) by any Government or Quasi Government agencies or PSUs. This fact must be clearly stated. If this declaration is not furnished, Bidder's offer shall be treated as non-responsive and liable for rejection.	Confirmed
17.0	Please confirm that un-priced copy of Schedule of Rates have been filled and uploaded.	Confirmed
18.0	Confirm that the all the authenticated documents submitted for meeting Bidder Qualification Criteria are certified as per the authentication requirement defined in the Bidding Document.	Confirmed
19.0	Please confirm that Bidder is not falling under Conflict of Interest as per ITB.	Confirmed
20.0	Applicable rate of GST on Works / Services	_____
21.0	SAC Code for Works / Services	_____
22.0	Bidder to provide contact details (email id & contact no) of the client/ End user of PTR documents submitted towards qualification of technical BQC for verification purpose as per the provisions of bidding document.	
23.0	MSEs Bidder	
24.0	Please confirm whether the bidder is a Micro or Small Enterprise having Udyam Registration Certificate. (Tick whichever is applicable)	Yes Udyam Registration Certificate NO._____ If Yes, please enclose the documentary evidence
		No
25.0	**BQC - Jobs Executed for Subsidiary/Fellow Subsidiary/Holding Company**	
a)	Please confirm whether Bidder is intending to qualify based on	Yes

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
	the Jobs executed for Subsidiary/Fellow Subsidiary/Holding Company	No
		Put (√) above, whichever is applicable
b)	If Yes, Bidder to list out the name(s) of Subsidiary/Fellow Subsidiary/Holding Company	
c)	If Yes, Bidder to confirm that they have submitted Tax paid invoices duly certified by the competent authority in line with the provisions of IFB	

(SIGNATURE OF BIDDER WITH SEAL)

FORM–G

FORMAT FOR BIDDER'S PRE-BID QUERIES

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

NOTE :

1. Technical & Commercial queries, if any, must be submitted separately in editable format as per this format only.

(SIGNATURE OF BIDDER WITH SEAL)

FORM–H

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 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 indicated prices in the Price Bid in the prescribed location of the e-tendering website. 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 WITH SEAL)

FORM–I (1)

DETAILS OF P.F. REGISTRATION

Bidder to furnish details of Provident Fund Registration:

PF REGISTRATION NO. :

DISTRICT & STATE :

ESI REGISTRATION NO. :

DISTRICT & STATE :

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

(SIGNATURE OF BIDDER WITH SEAL)

FORM–I (2)

UNDERTAKING

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

STAMP AND SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

(SIGNATURE OF BIDDER WITH SEAL)

FORM-J

DELETED

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 is 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 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 shali unless it is repugnant to the subject or context thereof include successors and assigns)

IN FAVOUR OF:

ENGINEERS INDIA LIMITED, a pubiic limited company incorporated under the Indian Companies Act, 1956, having its registered office at [.....■], (hereinafter referred to as the "**EIL**", which expression shall uniess 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 shail, 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 Ccntractor is required to furnish to EIL, an unconditionai, irrevocable, on demand bank guarantee for an amount equal to ___% of the Contract Price, i.e., Rs. [.....*insert amount*] (the "**Guaranteed Amount**") as security for due and punctual performance/ discharge of the Contractor's obligations under the Contract.

C. At the request of EIL and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance/ discharge by the Contractor of its obligations under the Contract during the Contract Validlty Period.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shali 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 inciude each variation;

(d) any unenforceability or invalidity of any obligation of any Person under the Contract or any unenforceability or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability or invalidity of the obligations of any Person under any other document or guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability or invalidity;

(e) the partial or entire release of any Guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Contractor's obligations during the Construction Period; or by any extension, waiver, or amendment whatsoever which may release a guarantor or Guarantor (other than performance or indefeasible payment of a Guaranteed Amount); or

(f) any part performance of the Contract by the Contractor or by any failure by EIL to timely pay or perform any of its obligations under the Contract.

6. If, and to the extent that, for any reason the Contractor enters or threatens to enter into any proceedings in bankruptcy or reorganization or otherwise, or if, for any other reason whatsoever, the performance or payment by the Contractor of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to EIL on demand.

7. So long as any sum remains owing by the Contractor to EIL, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Contractor (whether in respect of its liability under this Guarantee or otherwise) or claim in the insolvency or liquidation of the Contractor or any other such Person in compatition 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 affect from the date hereof until the end of the Guarantee period/ Defect Liability Period, i.e., up to midnight of {..... ***insert date***} plus additional 02 months to enable claims to be made i.e., up to midnight of {..... ***insert date***}, unless discharged/ released earlier by EIL in against the Guarantor.

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

9. The Guarantor represents and warrants to EIL that:

(a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorize the execution, delivery and performance by it of this Guarantee;

(b) the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

(c) neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any law, statute, rule or regulations or any order, writ, injunction or decree of any court or governmental instrumentality; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party of by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents; and

(d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or EIL, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee.

10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of EIL in exercising any right, power or privilege hereunder and no course of dealing between EIL and the Guarantor, or the Contractor, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which EIL would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of EIL to any other or further action in any circumstances without notice or demand.

12. If any one or more of the provisions contained in this Guarantee are or become invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with EIL to replace the invalid or unenforceable provision.

13. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.

14. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and EIL shall constitute a single binding agreement.

15. Any notice, request or other communication to be given or made under this Guarantee shall be in writing addressed to the Guarantor at the location set opposite its signature hereto and in the manner as set out in respect of notices under the Contract.

16. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this Guarantee may be brought in the courts in Delhi.

17. Neither party shall assign or transfer any or all parts of its interest herein to any other person without express written consent of the other party.

18. "Notwithstanding anything contained herein:

(i) The Bank's liability under this guarantee/undertaking shall not exceed (Amount in figures & words);

(ii) This guarantee/undertaking shall remain in force upto_____ (including 02 months of claim period) and any extension(s) thereof on written instructions from the Contractor on whose behalf this Guarantee has been given, in which case it shall remain in full force up to and including 02 months after the extended date; and

(iii) The Bank shall be released and discharged from all its liabilities and obligations under this guarantee/ undertaking unless a written claim or demand is issued to the Bank on or before _____ (including 02

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

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

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

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 (inclu 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]

PROFORMA OF AGREEMENT

This **Agreement** (which shall include it's 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:	Name:
Designation:	Designation:
Date:	Date:

* In the case of partnership to be signed by all partners or by one partner holding 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 repugnance of variations in Instructions to Bidder are not possible of being reconciled with the provisions of Special Conditions of Contract, General Conditions of Contract. Clause 2.1 of General Conditions of Contract stands modified accordingly.

1.8 It will be the Contractor's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents, before starting the work (s) or making the supply with reference, which the conflict exists.

2.0 **SCOPE OF SERVICES**

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

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

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

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

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

5.0 **TAXES, DUTIES AND LEVIES**

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

5.1 **"GST" shall mean Goods and Services Tax** charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

5.2 Refer **Annexure-I to SCC**.

6.0 **INCOME TAX & CORPORATE TAX**

6.1 Refer **Annexure-I to SCC**.

7.0 **FIRM PRICE**

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

8.0 **MOBILISATION ADVANCE**

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

9.0 **STATUTORY APPROVALS**

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

9.2 Statutory fee paid, if any, for all such inspections and approvals by authorities shall be deemed to be included in the quoted prices, if not specified otherwise.

9.3 Any change / addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the Contractor from any of his responsibilities under this contract.

10.0 **INSPECTION**

10.1 The General Conditions of Contract (GCC) is modified to the extent that "Inspection shall be in line with the provisions mentioned in scope of work/ services under Technical section."

11.0 **SITE CLEANING**

11.1 As per the provision provisions mentioned in scope of work/ services under Technical section.

12.0 **TERMS OF PAYMENT**

Payment Terms shall be as mentioned in the Scope of work of Technical Section of the Bidding Document.

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

13.0 **ROUNDING OFF**

13.1 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 then 50 (fifty) paise, the same shall be ignored.

14.0 **QUALITY ASSURANCE/ QUALITY CONTROL**

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

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

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

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

16.0 **GENERAL ENVIRONMENT REQUIREMENT**

16.1 As per the provision provisions mentioned in scope of work/ services under Technical Section.

17.0 **PROTECTION OF EXISTING FACILITIES**

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

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

18.0 **COORDINATION WITH OTHER AGENCIES**

18.1 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. Proper coordination with other agencies will be Contractor's responsibility. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the Contractor.

19.0 **INSURANCE**

19.1 General Conditions of Contract (GCC) is modified to the extent that “All required insurance covering the scope of work is in the scope of the Contractor and quoted prices on account of same is included in the contractor quoted prices.”

20.0 **PERMISSIONS**

20.1 Permissions for road cutting, temporary power connection and water connection if

any may be obtained from EIL by the contractor.

21.0 **SUB-CONTRACTING:**

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

22.0 **NON WAIVER:**

22.1 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.

23.0 **PROMOTION OF MSE**

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

24.0 **FREE ISSUE MATERIALS**

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

25.0 **CLAIMS AND DISPUTE RESOLUTION**

25.1 Clause No. 25 of GCC stands replaced by the following:-

i) In respect of all or any dispute(s) of any kind whatsoever between the Parties arising out of or in connection with the Contract, the Parties shall seek to resolve any such dispute or difference by mutual consultation, failing which, mandatorily by way of Conciliation through Outside Experts Committee as per EIL Conciliation Rules 2012 (as amended), as available on (https://engineersindia.com/admin/Uploads/Files/EIL_Conciliation_Rules_2012.pdf) and only if such Conciliation fails then through Arbitration/ Commercial Courts as mentioned herein.

ii) There shall be no arbitration, for all or any dispute(s) involving aggregate claims (including interest, all inclusive) less than Rs. 25 Lakhs and for all or any dispute(s) involving aggregate claims (including interest all inclusive) greater than Rs. 2 Crores.

All or any dispute(s) involving "aggregate claims (including interest, all inclusive) less than Rs. 25 Lakhs and aggregate claims (including interest, all inclusive) greater than Rs. 2 Crores" shall be adjudicated by the Courts of competent jurisdiction at New Delhi.

iii) All or any dispute(s) arising out of or in connection with the Contract, involving aggregate claims (including interest, all inclusive) between Rs. 25 Lakhs and Rs. 2 Crores, which cannot be resolved through Outside Experts Committee as per EIL Conciliation Rules 2012 (as amended) may be referred to arbitration for adjudication in the manner specified herein.

Provided that any dispute(s) specifically specified as excluded matters and listed at clause No. 25.1 viii) shall not be arbitrable.

iv) The Arbitration shall be in accordance with Arbitration and Conciliation Act, 1996 (as amended). The fee of arbitrator in respect of claims by the Contractor shall be paid by the Contractor and fee of arbitrator in respect of claims by EIL shall be paid by EIL. This agreement between Parties that the fee on Contractor's claim is payable by the Contractor and the fee on the EIL's claims shall be paid by EIL, shall be valid and such agreement shall be renewed between the parties after the dispute in question has arisen.

All other expenses (including expense related to venue, travel of the arbitrator, local conveyance, secretarial assistance, and any other incidental expenditure) shall be equally shared by both the parties.

v) On invocation of the Arbitration clause by either party, EIL shall suggest a panel of three independent and distinguished persons to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC)'to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from EIL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and EIL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of EIL on the appointment of the sole arbitrator shall be final and binding on the other party.

vi) The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.

vii) Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable.

viii) List of Excluded matters:

a) Whether or not a claim sought to be referred to arbitration by the contractor is a notified claim.

b) Whether or not a notified claim is included in the contractor's final bill in accordance with the provisions of contract.

c) Any claim, difference or dispute relating to, connected with or arising out of EIL's decision under the provisions of Integrity Pact executed between EIL and the Bidder/Contractor.

d) Any claim, difference or dispute relating to indulgence of Contractor/ Vendor/ Bidder in corrupt/ collusive/ coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating

agency or Government.

e) Any claim, difference or dispute relating to, connected with or arising out of EIL's decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the Bidder/Contractor and/or with any other person involved or connected or dealing with bid/ contract/ bidder / contractor.

ix) Parties mutually agree that Arbitral Tribunal/ Arbitrator will not include in the sum for which the award is make any interest for any part of period between the date on which the cause of action arose and the date on which the award is made. Accordingly, the Parties mutually agree that neither the arbitral claim nor the arbitral award shall include interest component for any part of period between the date on which the cause of action arose and the date on which the award is made.

x) GOVERNING LAW AND JURISDICTION: The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at New Delhi for invocation of Arbitration clause, adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract

Sub clauses 25.1 i) to 25.1 ix) of this clause shall not be applicable in contracts where both the parties to the contract come under the purview of AMRD Mechanism.

25.2 Settlement of dispute between Govt. Dept./ Public Sector Undertaking:

25.2.1 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 clauses 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.

25.2.2 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 31 & Clause 32 above.

25.2.3 If such resolution is not possible through conciliation, then in the event of any dispute or Difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSE(s) and Government Department(s)/ organization(s) (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

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.

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

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

"a) The Contractor shall within 15 days of award (i.e. issue of FOA / LOA), deposit with the EIL an interest free Security Deposit (SD) for an amount equivalent to 5% of the contract value in the form of Bank draft/ Pay Order/ Bank Guarantee (BG). If the Security Deposit is submitted in the form of Bank Guarantee, the bank guarantee towards security deposit shall be from a Scheduled Bank and kept valid till 2 months beyond the expiry of the Extended Defects Liability period. It shall be submitted as per the format included in the Bidding document.

b) In case contractor do not opt for submission of BG towards security deposit till completion of works, the amount retained on account of SD, shall be released only after expiry of the Extended Defects 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. The EIL reserves the right to deduct any amount due to the EIL from the Security Deposit at the time of expiry of Contract/ Termination of Contract.

c) 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.

d) Contract Agreement shall be signed on receipt of SD from the contractor.

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

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

"Effective Date" referred in the General Conditions of Contract shall mean the effective date mentioned in Letter of Acceptance (LOA).

26.2 Clause no. 9.2.1 of GCC "Price Reduction due to delay in completion" is not applicable for the subject Tender.

26.3 Clause No. 17 of GCC stands modified to the following extent :

The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN-CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work

which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN- CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:-

a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional,
altered or substituted WORK at the same rates as specified in the CONTRACT.

b) If the rates for the additional, altered or substituted WORK are not specifically provided
in the CONTRACT for the WORK, the rates will be derived from the rates for similar
class of WORK as are specified in the CONTRACT for the WORK. The opinion of the
ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived
from the items in this CONTRACT will be final and binding on the CONTRACTOR.

c) If the rates for the altered, additional or substituted WORK cannot be determined in the
manner specified in sub-clause (a) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of instruction to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 15% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 15% (Fifteen percent) to cover all
contingencies, overhead, profits to arrive at the rates.

e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for
the following:-

Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed plus (+) 50% or is not less than minus (-) 25% of the VALUE OF CONTRACT, the item rates in the Schedule of Rates shall hold good for all such variations between the above mentioned limits, irrespective of any increase/decrease of quantities in the individual items of

Schedule of Rates. Where the value of addition of new items together with the value of alterations, additions/deletions or substitutions reduces more than 25% of the contract value but is within the following limits the tenderer shall be paid compensation for decrease in the value of work, as follows:

S.No.	Range of Variation	Percentage compensation for decrease in the value of work in the respective
a)	Between (-) 25% up to & inclusive of (+) 50%	No increase/decrease applicable for the Schedule of Rates (The rates of the Schedule of Rates shall be valid for this increase/decrease).
b)	Beyond (-) 25% upto & inclusive of (-) 50%	For reduction beyond -25% contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded. For example if the actual contract value is 70% of awarded value then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract value.

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26.3.1 The methodology for processing Termination for default shall be as follows:

a) Any material breach in contractual obligations shall be dealt on mutual discussion basis, so as to correct breach. In case of failure to correct the breach, EIL/ Owner shall initiate Termination action as per the contract.

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

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

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

d) Further, in case of submission of CBPG within scheduled period, but Contractor being at default in terms of Contract, a) above shall be applicable.

e) In case of occurrence of any of the above specified events, contractor shall be understood to have defaulted and the EIL/ Owner shall have the right to terminate the contract, at its sole and absolute discretion by issuing a Show Cause notice of 15 calendar days to the Contractor, stating the reason and the intention of EIL/ Owner to terminate the Contract and to take other penal actions in terms of the contract including extant policy for Suspension/ Banning of EIL/ Owner.

f) The Contractor may also request for a personal hearing.

g) EIL/ Owner based on the contractor's response to the Show Cause Notice and the personal hearing, shall decide the action regarding Termination and/ or Suspension / Banning or otherwise.

h) The decision taken as above shall apply to both Termination as well as

Suspension / Banning."

In case contract/ Purchase order awarded for the tendered work have to be terminated due to Contractor's/ supplier's default and a separate enquiry / tender have to be floated to get the remaining/ complete work executed, such defaulting Contractor/ supplier will not be considered for enquiries/ tenders issued for the refloated works of same project.

26.4 Format enclosed as Appendix II to GCC "Indemnity Bond" in General Conditions of Contract shall not be applicable and stands deleted.

ANNEXURE-I TO SCC

Taxes & Duties

A. Price basis w.r.t inclusion/exclusion of taxes and duties

1. The quoted price(s) shall be inclusive of all the taxes and duties except 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) leviable on sale of finished goods/services.
2. Transportation charges (if applicable) upto respective project site shall be exclusive of GST.
3. Site work prices, if applicable shall be inclusive of all taxes and duties except GST. All necessary registrations, if required, for carrying out the site activities shall be done by the bidder and costs towards the same shall be included in quoted site work prices.
4. Prices of per diem supervision charges, training/AMC, HAZOP Study etc. (as applicable) shall be exclusive of GST. However, GST shall not be applicable on training provided at foreign bidder's work/training facilities in any territory other than India.

B. TAX CLAUSES

1. Goods and Services Tax

a. The supplier/contractor will be liable to register with the respective tax authorities and to submit self-attested copy of such registration certificates and the supplier/contractor will be responsible for procurement of goods/services inits own registration (GSTN).

b. Supplier/Contractor shall be required to issue tax invoice in the form and manner prescribed under GST Act read with Rules thereunder including E- Invoicing provisions so that input tax credit under GST can be availed by EIL.In the event that the supplier/contractor fails to provide the Tax Invoice/E- Invoice in the form and manner prescribed under the GST act read with GST invoicing rules thereunder, EIL shall not be liable to make any payment on account of GST against such invoice.

c. In case supplier/contractor is not subject to E-Invoicing provisions under the GST Laws as amended from time to time, then a declaration to this effect shall be furnished by the supplier/contractor in format prescribed in Annexure A along with the Invoice.

d. GST shall be paid to supplier/contractor against receipt of Tax Invoice/E-Invoice and on auto-population of input tax credit on GSTN portal. In case of non-receipt of Tax Invoice/E-Invoice and/or non-auto-population of input tax credit on GSTN portal, EIL shall with hold the payment of GST.

e. The supplier/contractor shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the rules and regulations, as applicable from time to time. In particular, if any tax credit, refund or any other benefit Is denied/delayed to EIL or anyinterest/penalty is charged to EIL due to any non-compliance/ delayed compliance by the supplier/contractor under the GST Law (including but not limited to failure to upload the details of the sale on GSTN portal, failure to pay GST to the government or due to non-furnishing or furnishing of incorrect or incomplete documents, non-filing of GST return by the supplier/contractor), the

supplier/contractor shall be liable to reimburse EIL for all such losses and other consequences including but not limited to the tax loss, interest and penalty. EIL shall be entitled to recover such amount from the supplier/contractor by way of adjustment from the next invoice, encashment of BG or by way of any other means either of same project or any other project of the EIL.

f. In case of any Advance including Mobilization/Secured/Other Advance is granted to supplier/contractor as per the provisions of Contract, then the supplier/contractor shall issue a Receipt Voucher / GST Invoice in the form and manner prescribed under GST Act read with Rules thereunder including e-invoicing provisions.

g. In case of any Price Variation as per the provisions of Contract, the supplier/contractor shall issue an Invoice in the form and manner prescribed under the GST Act read with Rules thereunder including e-invoicing provisions.

h. GST payable under reverse charge for specified services/goods under GST Act read with Rules thereunder, if any, shall not be paid to the supplier/contractor but will be directly deposited by EIL to the appropriateGovernment Tax Authority. If the same has already been reimbursed / paid to the supplier/contractor for any reason whatsoever, then EIL shall be entitled to deduct/set off /recover such amount against any amounts paid/payable by EIL to supplier/contractor.

i. 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/penalty becomes payable as per GST law for any reason which is not attributable to EIL or Input Tax Credit w.r.t. such payment is not availableto EIL for any reason which is not attributable to EIL, then EIL shall be entitled to deduct/set off /recover such amount against any amounts paid/payable by EIL to contractor/supplier.

j. TDS under GST, if applicable shall be deducted from supplier/contractor bills at applicable rates and a certificate as per rules for tax so deducted shall be provided to supplier/contractor.

k. The supplier/contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the supplier/contractor shall avail and pass on benefits of all exemptions/concessions available under applicable tax laws.

l. In case bidder is covered under composition scheme under GST law, then bidder shall quote the price inclusive of GST. Further, such bidder should mention “Covered under GST Composition Scheme” in column for GST of relevant price schedule(s). In case subsequently such bidder gets covered under regular GST regime, the prices including GST under regular GST regimeshall not exceed the prices quoted by the bidder under composition scheme.

m. EIL prefers to deal with registered supplier/contractor 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 bid, their prices will be loaded with applicable GST while evaluation of bid as per evaluation methodology of tender document. However, where EILis entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

n. In case of foreign bidders, for supervision/site-work/training, services provided by foreign bidder at project site, GST shall be paid by EIL directly to appropriate Government Tax Authorities, under Reverse Charge Mechanism, if applicable and prices of such services will be loaded with applicable GST while evaluation of bid as per clause E (Evaluation Methodology).

o. Bidder will be required to quote applicable tax rate (along with applicable HSN/SAC Code) as per provisions of GST Laws for all the line items forming part of the enquiry. Any higher rate of tax actually invoiced in excess of quoted rate of tax (except in compliance with provisions of Statutory Variation clauses) shall be adjusted in basic price.

p. In case of delay in supply/execution of contract, supplier/contractor shall be liable to raise invoices for reduced value as per Price Reduction Schedule (PRS) provision of the bidding document. In case the supplier/contractor raisesinvoices for full value, then supplier/contractor shall issue Credit Note, in the form and manner prescribed under relevant GST Act read with Rules thereunder, towards applicable PRS amount with applicable GST thereon.

In case supplier/contractor fails to submit invoices with reduced value or does not issue Credit Note as mentioned above, EIL shall release payment to the supplier/contractor after giving effect to the PRS clause with corresponding reduction in taxes from invoice(s) of supplier/contractor.

In case any financial implication arises on EIL due to issuance of invoice without reduction in prices or non-issuance of Credit Note by supplier/contractor, the same shall be to the account of supplier/contractor. EILshall be entitled to recover the amount of such financial implication paid or becoming payable by EIL together with penalty and interest thereon, if any.

q. E-way bills shall be issued directly by supplier/contractor in all cases except in cases of direct imports by EIL where E-way bill shall be issued by EIL.

r. In case of applicability of any recovery as per provisions of the contract, EIL shall raise Invoice on supplier/contractor after charging GST at applicable rates as per prevailing provisions of GST Laws.

2. IMPORT DUTIES

a. Direct supplies by foreign supplier where, EIL becomes consignee-

i. Consignee shall be EIL, bill of entry shall be filed by EIL, all import duties, Social Welfare Surcharge, IGST and GST Compensation Cess etc. as applicable in India shall be paid by EIL .

b. Imported supplies by Indian/ Foreign suppliers/Contractors as built in import content where goods are cleared by filing into Bill of Entry in the name of EIL(Due to applicability of any Concessional rate or any other custom duty related schemes).

i. High seas sale shall be effected between, supplier/contractor and EIL.

ii. Bill of entry shall be filed in the name of EIL by supplier/contractor, all import duties, Social Welfare Surcharge, IGST and GST Compensation Cess etc. as applicable in India shall be discharged by EIL.

iii. Custom duties, Social Welfare Surcharge, IGST, GST Compensation Cess, etc. as applicable in India on the imported materials shall not be included in the quoted prices by the bidder. All harbour dues/ pilotage

fees, port fees, wharfage, unloading costs, demurrage charges etc. incurred in India in respect of any imported goods shall be to supplier's/contractor's account.

iv. Bidder to indicate CIF value of built-in import content and applicable merit rate,Social Welfare Surcharge on custom in the relevant price schedule.

v. The supplier/contractor shall be responsible for and shall exercise due diligence in properly classifying the goods and materials, undertaking the payment of custom duties, and/or otherwise complying with allapplicable laws w.r.t. import of the goods and materials

vi. If the total custom duties (BCD, SWS & IGST) paid or payable on the import of goods into India exceeds the total value thereof calculated as per the CIF value and rates indicated by supplier/contractor as above as increased or decreased for any increase or reduction in applicable rates or CIF valuation, the Supplier/contractor shall pay and bear and/or reimburse to the EIL such excess custom duties.

c. Imported supplies by Indian suppliers as built in import content where Suppliers/Contractors will become consignee of the goods or by filling into Bill of Entry for Home consumption

i. Custom duties, Social Welfare Surcharge, IGST, GST Compensation Cess, etc. as applicable in India on the imported materials shall be included in the quoted prices by the bidder (considering the input tax credit of IGST, GST Compensation Cess on imported material) and supplier/contractor shall be responsible for the timely payment of the custom duties to the relevant government authority. All harbor dues/ pilotage fees, port fees, wharfage, unloading costs, demurrage charges etc. incurred in India in respect of any imported goods shall be to supplier's/contractor's account.

ii. Bidder to indicate, in relevant price schedule, CIF value of built-inimport content and applicable merit rate or concessional rate of basic custom duty (as per applicability), Social Welfare Surcharge on custom duty (considering the input tax credit of IGST, GST Compensation Cesson imported material) included in quoted price, in the price schedule.

iii. In case merit rate of custom duty is applicable and bids are invited on the basis of same, however at a later stage concessional rate of custom duty becomes applicable, concessional certificate shall be issued towards import of material against the advance request letter submitted by the domestic bidder and the differential custom duties between concessional rate and quoted merit rate of custom duty by supplier/contractor shall be passed on to the EIL or it shall be recovered by the EIL from the supplier/contractor's invoice.

iv. The supplier/contractor shall be responsible for and shall exercise due diligence in properly classifying the goods and materials, undertaking the payment of custom duties, and/or otherwise complying with allapplicable laws w.r.t. import of the goods and materials.

v. If bidder does not furnish built in CIF value and rates of custom duty, in that case bidder shall not be entitled to claim any variation in the custom duties even if bidder has quoted their prices considering custom duties.

vi. If custom duty rate actually paid on import of materials and components is found to be lower than the quoted rate of custom duty, then benefit of the same shall be passed on to the EIL.

vii. If bidder has considered Import Duty other than Merit/Concessional (as given by EIL) Rate of Import Duty then statutory variation on the Import

Duty shall be payable extra on the Merit/Concessional (as given by EIL) Rate of Import Duty or the rate of Import Duty considered by the bidder, whichever is lower.

viii. In case, no import is made for execution of the order, clauses related to Imports will not be applicable.

d. General points:

i. In case EIL is exposed to any penal action, interest /penalties by the custom authorities for incorrect declaration and / or valuation of the goods or material by the supplier/contractor, or otherwise on account of any breach of applicable laws in the course of the import of the goods and material by supplier/contractor, the supplier/contractor shall indemnify and hold harmless the EIL for any and all costs, expenses or losses suffered or incurred by EIL in this regard.

ii. If bidder intends to source import of goods from a country with which India has Free Trade Agreement (FTA) or Comprehensive Economic Partnership Agreement (CEPA) or any such multi-lateral / bi-lateral Agreement or Treaty with India or under Generalized System of Preference (GSP); or under any other notification (allowing lower rate of custom duty), then the bidder is advised to ascertain and confirm its applicability along with supporting documents in the bid and ensure that conditions of such agreement/treaty etc. are strictly complied with.

iii. The bidder shall be liable to provide all documentation to ensure availment of the exemption/waiver. In case the bidder defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental custom duty applicable if any

iv. Any additional custom duty applicability on account of any change in the notification (allowing lower rate of custom duty)/ CEPA/FTA/multi-lateral/bi-lateral trade agreement shall be to bidder's account.

v. Documentation to be furnished for availing the exemption/waiver of custom duty shall be specifically listed in the letter of credit also as a prerequisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.

vi. EIL will not bear any liability towards payment of Safeguard Duty, Anti-Dumping Duty, Protective Duty and applicable IGST including GST Cess on same or Countervailing Duty on subsidized articles or any other such duties of Customs imposed by Government under Customs Tariff Act, 1975.

vii. In case custom duty rate as quoted by Foreign bidder is less than Actual rate applicable on due date of submission of price bid andpayment of custom duty is on EIL's, differential amount on account of above-mentioned rate variation will be recovered from Foreign bidder.

3. INCOME TAX

a. Foreign supervisors/suppliers/contractors

Prices of site work, contracts and other services of foreign supplier/contractor shall be gross of income tax i.e., inclusive of Indian income tax at the applicable prevailing rate as per Indian Income Tax Act and Rules there under.

EIL shall deduct withholding tax at source (TDS) as applicable while making payments against each invoice. Certificate for TDS shall be provided to the supplier/contractor.

In case foreign bidder quotes Prices of site work, contracts and other services "net of Income Tax" i.e., exclusive of Indian income tax, EIL shall deposit TDS as applicable after grossing up the sums due while making payments against each invoice at the applicable prevailing rate as per Indian Income Tax Act and Rules thereunder.

Foreign bidder irrespective of fact that whether prices are quoted gross of Income tax or Net of Income tax shall furnish the information required in line with the prevalent provisions of Income tax act read with rules thereunder including but not limited to Tax residency certificate, Form 10F, No permanent establishment declaration, No business connection certificate, No SEP declaration, PAN in India if available.

Failing to provide above documents/information, tax will be withheld at rates applicable as per the provisions of Income Tax Act, 1961 read with rules thereunder and the benefit of reduced rates will not be given.

If the non-resident bidder is unable to obtain & submit Tax Residency Certificate to the EIL within a reasonable time, the bidder should furnish Form 10F along with an undertaking to the effect that the bidder is a tax resident of (the specified country) and that they shall obtain and provide the tax residency certificate (TRC) to the EIL before 30 days of submission of first Invoice by them or within 3 months from the date of entering into contract whichever is earlier.

In case of contracts with term exceeding one financial year, the relevant documents like TRC, Form 10 F / Online 10 F, No PE / Business Connection Certificate etc. as applicable, as per Income Tax Act, 1961 must be submitted at the beginning of each financial year and the EIL will not bear additional tax liability (if any) arising from non-submission of documents.

The bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

In addition to the above particulars, the bidder should also provide any other information as may be required at a later stage for determining the taxability of the amount to be remitted to the non-residents.

In case, any additional tax liability arises on the EIL due to delay in submission or non-submission of information / documents required as above or change in residential status post submission of documents or change in any document (like TRC, Form 10F etc.) after its submission shall be recovered from the supplier/contractor.

b. Indian resident supervisors/ suppliers/contractors

Prices for supply and services of Indian suppliers/ contractors shall be inclusive of income tax.

Tax shall be deducted at source (TDS) by EIL on all sums due to supplier/contractor in accordance with the provisions of Indian Income Tax act read with rules thereunder as in force at the relevant point of time.

EIL shall issue a Tax Deduction Certificate to the supplier/contractor evidencing the tax deducted or withheld and deposited by EIL on payments made to the supplier/contractor to enable the supplier/contractor to claim the credit of Tax deducted by EIL.

c. INCOME TAX (General Points):-

i. The supplier/contractor shall also be responsible for ensuring compliance with all applicable provisions of the Direct Tax Laws of India including, but not limited to, the filing of relevant Tax Returns and shall promptly provide all information required by the EIL for discharging any of its responsibilities/liabilities under such laws in relation to or arising out of the Contract. For the lapses/failure, if any,on the part of the supplier/contractor and consequential penal action taken by the Income Tax department, EIL shall not take any responsibility whether financial or otherwise and shall be indemnified bythe supplier/contractor.

ii. The Indian Income Tax Act and Rules made thereunder contains provisions permitting deduction of tax at source (TDS) at lesser rate if the supplier/contractor is able to justify to the Income Tax Authorities such lesser rate of deduction. However, a deduction once made has to be deposited by the EIL with the Income Tax Authorities in India and will not be adjustable by the EIL. It is therefore in the interest of the supplier/contractor that prior to release of any payment due to the supplier/contractor under the Contract that the supplier/contractor obtains from the relevant Income Tax Authorities in India, a certificate specifying the rate of deduction/withholding of Income tax at source, failing which, payment to the supplier/contractor shall be made by the EIL after withholding/deduction at the rate as may be applicable to the supplier/contractor as per provisions of Income Tax Act, 1961.

iii. TDS on interest recovered on Mobilization/Other Advance will be deposited by the supplier/contractor and same would be reimbursed by the EIL against submission of Form-16A (TDS certificate).

C. INVOICING METHODOLOGY W.R.T. TAXATION

1. In case of domestic / foreign PO's (Other than 2 below) , Invoice/E-Invoice shall be raised by the supplier/contractor in the name of EIL and consignee shall be EIL.
2. In case of package MR's (where title transfer or take over is envisaged to take place at site after completion of site work) and tenders, supplier/contractor shall bring material at project site in their own name and they themselves shall be consignee. As per provisions of contract between EIL and supplier/contractor, Invoice/E-Invoice shall be raised by supplier/contractor to EIL after charging GST.

D. APPLICABILITY OF TAX CREDIT

This shall be based on prevalent GST law and upon the percentage of GST input credit available to EIL on case to case basis.

E. EVALUATION METHODOLOGY W.R.T. TAXES

Following shall be loaded for evaluation:

1. Applicable Custom Duty, Social Welfare Surcharge etc, (excluding IGST & GST Compensation Cess (if applicable) on imported material which shall be dealt as per bid evaluation methodology given in E2 below) shall be loaded for price bid evaluation in respect of supplies for which bill of entry has to be filled by EIL.
2. GST on which input credit is not available to EIL including GST Compensation Cess (if applicable).
3. Applicable Income tax, in case foreign bidder quotes prices net of taxes.

F. TAXATION TERMS FOR INDIAN SOURCED SUPPLIES (Applicable in case of foreign supplier)

Shall be the same as applicable for Indian bidders.

G. TAX IMPLICATION WHERE FABRICATION YARD IS OUTSIDE THE FACTORY PREMISES, WHEREVER APPLICABLE

In case of package MRs and tenders, since contractors/suppliers shall bring material at project site in their own name and raise invoice to EIL (as per payment milestone achieved) after charging GST, location of fabrication yard whether inside or outside factory premises will not attract any additional liability.

H. TAX IMPLICATION WHERE EIL WILL ISSUE FREE ISSUE MATERIAL (FIM) TO CONTRACTORS/SUPPLIERS

Where EIL issues FIM's to suppliers/contractors, material will be released against delivery challan and such FIM shall be received back in factory premises as per provision of GST.

I. STATUTORY VARIATION (IN CASE OF MRS & TENDERS)

No variation on account of taxes and duties, statutory or otherwise, shall bepayable to Supplier/Contractor except for the following:

1. GST: If after the due date of submission of price bid and upto the contractual delivery/completion period (*Note 4), any increase/decrease occurs in the applicable rate of GST, the variation in such GST shall be to EIL's account and shall be adjusted (increase / decrease) to / from the Supplier's/Contractor's invoices based on the documentary evidence.

   Any increase in GST after the contractual delivery/completion period (*Note 4) shall be to Supplier's/Contractor's account. However, any decrease in the rate of GST shall be passed on to EIL.

   For calculating Statutory Variations ceiling amount as declared by the Bidder in price schedule shall only be considered.

2. Basic Custom Duty (BCD) & Social Welfare Surcharge (SWS): If after the due date of submission of price bid and upto the XX (*Note-3) of contractual delivery/completion period (*Note 4), any increase/decrease occurs in the applicable rate of BCD & SWS on materials imported, the variation in such BCD & SWS shall be to EIL's account and shall be adjusted (increase/decrease) to/from the Supplier's/Contractor's invoices based on the documentary evidence.

   Any increase in rate of BCD & SWS on materials imported after the XX (*Note-3) of the contractual delivery/completion period (*Note 4) shall be to Supplier's/Contractor's account. However, any decrease in the rate of BCS & SWS on materials imported shall be passed on to EIL.

For calculating Statutory Variations in BCD/SWS, ceiling amount of CIF Value and rate of custom duty as declared by the Bidder in relevant price schedule shall only be considered.

Note: Indian supplier/contractor to consider input tax credit of IGST and GST Compensation Cess if any (in case of import of raw Materials / components) in their quoted prices. Hence, Statutory variations on same in case of imported materials from outside India in Supplier's/Contractor's name (i.e., for Indian Bidders) shall be to Supplier/Contractor account.

3. Any new output taxes, duties, cess, levies notified or imposed after the due date of submission of price bid but upto the contractual date of delivery/completion (*Note 4) shall be to EIL's account. These shall be reimbursed against documentary evidence. However, in case of delay attributable to supplier/contractor, any new output taxes, duties, cess, levies notified or imposed after Time for Completion, defined as above, shall be to supplier's/Contractor's account.

J. TAX INDEMNITY

Any omission/ errors of interpretation of applicability of taxes, duties, cesses and levies, whatsoever named, howsoever named, as are payable to any government, local or statutory authority in India or in any country other than India by the supplier/contractor shall be to supplier's/contractor's account.

If any fine/penalty/any other levy is required to be met by the EIL arising out of any non-compliance/fault/fraud/willful suppression/misstatement of facts/information/documents, whatsoever, of any applicable laws of India or any country other than India by the supplier/contractor/their personnel/sub-contractors/agencies, the same shall be recovered from any amount payable to the supplier/contractor under this contract or under any other contract of the EIL.

If any tax is paid / required to be paid by supplier/contractor in pursuance of any demand of any law enforcement agency/Tax Authority on account of non-compliance/fault/fraud/willful suppression/misstatement of facts/information/documents, whatsoever, of any applicable laws of India or any country other than India by the supplier/contractor/their personnel/sub-contractors/agencies, the same shall be to supplier's/contractor's account only.

GENERAL:

1. *Note-1 Deleted
2. *Note-2 Deleted
3. *Note-3 Contract period shall be as per clause no 3.0 of LIB/IFB of bidding document.
4. *Note-4 Contractual delivery/completion period shall include extended contractual delivery/completion period for the reasons attributable to EIL or due to Force Majeure condition.

Supply of High Speed Diesel at EIL Office Complex Gurugram

(Document No : 8590-000-90-57-SE-T-1904)

इंजीनियर्स इंडिया लिमिटेड
(भारत सरकार का उपक्रम)
ENGINEERS INDIA LIMITED
(A Govt. of India Undertaking)

हर एक काम देश के नाम

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8590-000-90-57-SE-T-1904

SCOPE OF WORK

SUPPLY OF HIGH-SPEED DIESEL (HSD)

AT

EIL OFFICE COMPLEX, GURUGRAM.

PROJECT	**:**	**INHOUSE**
OWNER	**:**	**ENGINEERS INDIA LIMITED**
LOCATION	**:**	**EIL OFFICE COMPLEX, GURUGRAM**

Rev. No.	Date	Purpose	Prepared by	Checked By	Approved by
0	27.02.2026	Issued As Tender Input	Anil Kumawat Engineer (Estate)	Mukesh Raghuvanshi AGM (Estate)	A.K. Mudholia GM (A&E)

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NAME OF WORK: SUPPLY OF HIGH-SPEED DIESEL AT ENGINEERS INDIA LIMITED, OFFICE COMPLEX, SECTOR-16, GURUGRAM, HARYANA

1. **Brief Description: -** Supply of High-Speed Diesel from indigenous suppliers only.

2. **Period of Contract: -**The contract period shall be 3 years from date of issue of order/LOA. However, EIL reserve the right to terminate the contract any time without assigning any reason/ explanation to supplier.

3. **Diesel Quantity & Delivery: -**Supplier has to ensure availability of HSD as per indent from 1000 liters to 3000 liters per trip as and when required by EIL which will be delivered at DG room of EIL office complex, Sector-16, Gurugram. Quantity indicated in SOR is indicative only based on past experience about HSD consumption/ use of DG sets during main supply failure from Dakshin Haryana Bijli Vitran Nigam (DHBVN). It is also noted that EIL shall purchase HSD based on actual requirements and is no way bound to purchase as indicated the total quantity in SOR.

4. **Terms of Price: -**Supplier is requested to submit the rebate (in percentage) on per liter rate of HSD (as notified/ determined by Government). The percentage shall be firm & fixed throughout the contract period and shall be applicable on the prevailing government retail price of HSD at local diesel/ petrol pump stations.

5. **Payment Terms: -** Payment will be made through digital / online mode through NEFT/RTGS within 30 days of receipt of HSD along with invoice. Suppliers shall furnish account details and Bank mandate as per attached format for release of Payments.

6. **Genuineness: -**The quality of diesel should be as per BS standard. Any adulterated/ inferior quality if found will be replaced by Supplier free of cost. If any shortage is noticed by EIL at the time of delivery, the same will be recorded in the invoices and the payment will be restricted to the actual quantity delivered.

7. **Price Variation: -** Prices shall be applicable as per rate of HSD fixed by the applicable authorized Govt. agency on the date of delivery. Notification of the applicable rate should accompany the invoices.

8. **Other Considerations:**

   1. Calibration Certificate for the dispenser unit, delivery vehicle is must at the time of delivery of diesel.
   2. Hose Pipe, pump and other accessories used during delivery of diesel must be periodically checked and must be fit for use.
   3. Safety equipment to be present in vehicle, in case of emergency.

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SCHEDULE OF RATES

NAME OF WORK	**SUPPLY OF HIGH SPEED DIESEL AT EIL OFFICE COMPLEX GURUGRAM**
BIDDING DOCUMENT	**DC/8590-000-SE-T-1904/341**
NAME OF BIDDER	**M/s.**

PREAMBLE TO SCHEDULE OF RATES

1. The Schedule of Prices shall be read with all other sections of this Bidding Document.

2. Bidders are requested to quote in Schedule of rates (Excel sheet) only. Rate/Amounts must be filled in Price Schedule after downloading the 'Price Schedule (SP 0)' file uploaded in the Govt. of India's Central Public Procurement Portal (CPPP) http://eprocure.gov.in/eprocure/app.

3. The Contractor is deemed to have studied the drawings, specifications and details of works to be done including scope of work, scope of supply and technical specification within the Time Schedule and should have acquainted himself of the conditions prevailing at site.

4. Bidders must submit the firm rates for all the items of Price Schedule. The Bids of all such bidders not complying this requirement shall not be accepted.

5. Bidder shall quote rebate in Percentage only as per Price Schedule item only. No comment, explanation or clarification in Price Schedule is acceptable. No condition in price part shall be acceptable.

6. All items of work mentioned in the Price Schedule shall be carried out as per the specifications and instructions of Owner and the rates are deemed to be inclusive of material, consumable, labour, supervision, tools & tackles wherever required as called for in the detail specification and other conditions of the Contract.

7. As a confirmation that prices are quoted in requisite format (Price Schedule SP 0), copy of complete Schedule of Rates of price bid (with prices blanked out), shall be submitted in techno-commercial bid mentioning, "quoted" against each line item in Price Schedule SP 0.

8. Quantity indicated in Price Schedule is indicative only. EIL shall purchase HSD based on actual requirements and is no way bound to purchase the indicated quantity.

9. HSD shall be delivered by the Supplier at this net unit price/ rate at DGs room in EIL office complex, Sector-16, Gurugram, Haryana and no charges for the transportation shall be payable.

10. We (Supplier) agree to the terms & conditions mentioned in Doc. No. 8590-000-90-57-SOW-1904 and confirm that there are no deviations.

STAMP & SIGNATURE OF BIDDER

Validate | Print | Help

Percentage BoQ

FORM SP 0

Tender Inviting Authority: ENGINEERS INDIA LIMITED

Name of Work: Name of Work: SUPPLY OF HIGH SPEED DIESEL AT EIL OFFICE COMPLEX GURUGRAM

Contract No: DC/8590-000-SE-T-1904/341

Notes:

1. This BoQ shall be considered solely for obtaining bidder's price quotation. The evaluation process will adhere to the Methodoogy detailed in the tender document. Bidders shall ignore any successful bidder status displayed on the CPP Portal after the price bid opening

2. This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and percentage only).

3. The Rebate percentage should be quoted up to 2 decimal place only.

4. The percentage quoted by the bidder is only Rebate % per Litre on Government notified Rate (in terms of %) on FOT site at EIL office complex, Sector-16, Gurugram, Haryana

5.Government rate per litre shall include all applicable taxes & duties. Rate quoted shall be the rate at the dispatch point/diesel pump station.

6. In case the bidder has not selected any option Less (-) or at par, then shall be the quoted price shall be considered as NIL will not be taken for further evaluation

7. Quantity indicated in Price Schedule is indicative only. EIL shall purchase HSD based on actual requirements and is no way bound to purchase the indicated quantity.

8. HSD shall be delivered by the Supplier at this net unit price/ rate at DGs room in EIL office complex, Sector-16, Gurugram, Haryana and no charges for the transportation shall be payable.

9. -Supplier is requested to submit the rebate (in percentage) on per liter rate of HSD (as notified/ determined by Government). The percentage shall be firm & fixed throughout the contract period and shall be applicable on the prevailing government retail price of HSD at local diesel/ petrol pump stations.

10. Not withstanding any thing mentioned elsewhere in the bidding document the total evluated price shall be Goverment notiifed rate per litre in Gurgaon as on the date of opening of Price bid after affecting the rabate offered by the bidder X Quantity indicated in SOR

Name of the Bidder/ Bidding Firm / Company :	

PRICE SCHEDULE (SP 0)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Item Description	Quantity	Units	High Speed Diesel Price (per Litre) Inclusive all taxes, based on the Diesel prices in Gurugon Haryana as on 22.04.2026]. (INR) Rs. P	TOTAL AMOUNT With all Taxes High Speed Diesel Prices, based on the diesel prices in Gurugon Haryana as on 22.04.2026]. (INR) Rs. P	TOTAL AMOUNT In Words
1	High Speed Diesel					
1.01	High Speed Diesel	90000.00	Litre	88.10	7929000.00	INR Seventy Nine Lakh Twenty Nine Thousand & Paise Zero Only
Total in Figures					7929000.00	INR Seventy Nine Lakh Twenty Nine Thousand & Paise Zero Only
Quoted Rate in Figures	Rebate % per Litre on Government notified Rate		Select		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

Signature Not Verified

Digitally signed by GUDLA SHIRIDINADH
Date: 2026.04.23 18:09:00 IST
Location: eProcure-EPROC