



# ENGINEERS INDIA LIMITED

(BIDDING DOCUMENT NO. DC/8589-000-SE-T-5036/94)

(DOMESTIC COMPETITIVE BIDDING)

## BIDDING DOCUMENT FOR PROCUREMENT OF AADHAR OTP BASED E-SIGN SERVICES

Prepared & Issued by:



## **MASTER INDEX**

Name of Work

: Procurement of Aadhar OTP Based E-Sign Services

Bidding Document No.

: DC/8589-000-SE-T-5036/94

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**Bidder Seal & Sign**



**LETTER INVITING BID (LIB)**  
**FOR**  
**PROCUREMENT OF AADHAR OTP BASED E-SIGN SERVICES**  
**BIDDING DOCUMENT NO. DC/8589-000-SE-T-5036/94**  
**(DOMESTIC COMPETITIVE BIDDING)**

**1.0 INTRODUCTION**

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

EIL invites e-bids under single stage single bid system (Composite bid i.e. Techno commercial Part & Price Part) for “Procurement of Aadhar OTP Based E-Sign Services” in complete accordance with documents attached herewith

This tender has been issued on nomination basis for the subject scope of work as on the date of issuance of tender. Separate email communication shall be sent to the eligible EIL approved bidder subsequent to issuance of tender in CPP Portal. Only the bid received from EIL approved bidder for the subject tender shall be entertained and considered for further evaluation. Bids received from all other bidders shall not be entertained/considered.

**2.0 BRIEF SCOPE OF WORK**

C-DAC's e-sign version 2.1 services of AADHAR OTP based authentication will be procured for non-commercial use in EIL.  
Refer Technical section of bidding document for details.

**3.0 COMPLETION SCHEDULE / CONTRACT PERIOD**

C-DAC's e-sign version 2.1 services of AADHAR OTP based authentication services are required for 2 years from the date of award of contract.

**4.0 SALIENT FEATURES OF BIDDING DOCUMENT**

i.	Bidding Document on website	:	From <b>25.04.2026 to 28.04.2026</b>
ii.	Earnest Money Deposit (EMD) / Bid Security	:	<b>Not Applicable</b>
iii.	Site Visit	:	<b>Not Applicable</b>
iv.	Last Date and time of submission of Bids	:	<b>1200 Hrs. (IST) on 28.04.2026</b> (Through Government of India's e-Procurement /e Tendering System: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> )

v.	Opening of Composite Bid Techno-Commercial & Price Bid	:	<b>1500 Hrs. (IST) on 28.04.2026</b> , at EIL New Delhi
vi.	Mode	:	Through Government of India's e-Procurement/e Tendering System : <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>
vii.	Bid Validity	:	90 Days from the date of Composite Bid opening.
viii.	CPBG	:	NOT APPLICABLE
ix.	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, 4 <sup>th</sup> & 5 <sup>th</sup> Floor, Redfort Capital, Parsvanath Towers, Gole Market, New Delhi-110001
x.	Procurement from a Bidder from a Country Sharing Land Border with India	:	Policy for Procurement from a Bidder from a Country sharing Land Border with India is applicable as per Bidding Document and shall be complied by the Bidder.
xi.	Integrity Pact	:	Not Applicable
xii.	NDA	:	Not Applicable
xiii.	Reverse Auction	:	Not Applicable

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

#### **5.0 E-TENDERING:**

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

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

All those vendors who have still not registered on the NIC Portal are required to register on the same (immediately after issue of enquiry on EIL portal but not later than 3 days before the bid due date) for facilitating issue of enquiry to them on the NIC Portal failing which it will not be possible for them to upload their bids. Pursuant to registration, the vendors are also required to login in EIL tender portal and update NIC's registration details and inform the undersigned regarding the same for the subject enquiry. In any case, the enquiry shall be issued on NIC portal to NIC registered vendors about 3 days before the bid due date. Therefore, all those bidders who have not complied with the above registration requirements will not be issued this enquiry on NIC portal and will not be eligible to bid. Request for extension in due date of submission of bids due to non-registration or delayed registration in NIC portal shall not be entertained.

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

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

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

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

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

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

## **6.0 Authentication of Documents:**

6.1 All documents uploaded by the Bidder shall be signed and stamped by the authorized signatory of Bidder holding power of attorney for signing of bid.

## **7.0 GENERAL**

- Bidder should not be on Holiday / Negative list of EIL.
- 
- Bidder shall not be under liquidation, court receivership or similar proceedings.
- The complete Bidding Document is available on Govt. of India e-procurement/e-tender website: <https://eprocure.gov.in/eprocure/app>. Bidders are required to submit their bid through Government of India's <https://eprocure.gov.in/eprocure/app> only.
- 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

their expenses incurred during the bidding process.

- 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.
- EIL/Owner reserves the right to evaluate the Bids using in-house information.
- The Bidders who are on Holiday list and/or any other similar list of EIL/Owner 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.
- EIL reserves the right to reject any or all the Bids received at its discretion and to annul the bidding process at any time without assigning any reason whatsoever.
- Bidder to note the instructions provided regarding border sharing with India and to submit the requisite declaration/certificate accordingly.
- 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.
- 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.
- 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.
- 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.
- For detailed specifications, terms and conditions and other details, refer Bidding Document.
- Clarification, if any, can be obtained from General Manager (SCM) through Telephone – 011 2676 2848/ 2846, E-mail – [d.chatterjee@eil.co.in](mailto:d.chatterjee@eil.co.in)/[pankaj.tikadar@eil.co.in](mailto:pankaj.tikadar@eil.co.in)/[shiridinadh.g@eil.co.in](mailto:shiridinadh.g@eil.co.in)
- 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**

**PROFORMA FOR ACKNOWLEDGEMENT LETTER**

**E-MAIL #** : [shiridinadh.g@eil.co.in](mailto:shiridinadh.g@eil.co.in); [pankaj.tikadar@eil.co.in](mailto:pankaj.tikadar@eil.co.in); [d.chatterjee@eil.co.in](mailto: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** : **Procurement of Aadhar OTP Based E-Sign Services**  
**(BIDDING DOCUMENT No.: DC/8590-000-SE-T-5036/94)**

**Due Date** : **28.04.2026 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.

**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 "Letter Inviting Bid" (LIB)/ "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 COST OF BIDDING**

- 3.1 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.

**4.0 SITE VISIT**

- 4.1 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.
- 4.2 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****5.0 BIDDING DOCUMENT**

- 5.1 The Bidding Document can be downloaded from the website(s) mentioned in

- Letter Inviting Bids.
- 5.2 Bidder shall upload the Master Index of the bidding document duly signed in token of having received, read and complied with all parts of Bidding Document. The Bidding Document shall be read in conjunction with any Amendment.
- 5.3 The Bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document.
- 5.4 Bidding documents once downloaded shall at all times remain the exclusive property of the Owner with a licence to the Bidder to use the Bidding Documents for the limited purpose of submitting the bid.
- 5.5 Bidder shall treat the Bidding Document and contents thereof as confidential. If at any time, during the bid preparation stage, Bidder decides to decline to Bid, all documents must be immediately returned to EIL.
- 5.6 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.

## **6.0 CLARIFICATION OF BIDDING DOCUMENT**

- 6.1 The enquiry is issued on "Zero Deviation Bidding" basis wherein no post bid correspondence of any nature shall be entertained. Bidders in their own interest are advised to take part in the pre-bid meeting seriously by issuing their genuine queries and also by attending the pre-bid meeting by their competent personnel.
- 6.2 Bidder shall submit their queries strictly within cut-off date after which, EIL shall reserve the right not to entertain any queries.
- 6.3 Although the details presented in this Bidding document have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood and it includes all documents as per the Index.
- 6.4 Technical / Commercial queries (TQ / CQ) shall not be issued once the bid have been opened. However, wherever CQ / TQ are unavoidable, the same shall be raised only once and the cut-off date given for CQ / TQ replies shall be adhered to. Offers shall be evaluated based on the information available upto cut-off date for CQ / TQ replies.
- 6.5 Extension in bid due date shall not generally be granted.

## **7.0 AMENDMENT OF BIDDING DOCUMENT**

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.

## **C PREPARATION OF BID**

### **8.0 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.

### **9.0 COMPLIANCE TO BID REQUIREMENT**

- 9.1 ZERO DEVIATION:

9.2 Bidder to note that this is a ZERO deviation bidding document. Accordingly, Bidder must upload format for "Compliance to Bid requirement" as per format duly filled in along with Unpriced part of Bid.

#### 10.0 DOCUMENTS COMPRISING BID

10.1 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>.

10.2 The composite e-Bid should be prepared by the Bidder and shall be uploaded on the aforesaid website in Single part as per the following details:

10.3 COMPOSITE BID: Techno-Commercial & Price Bid

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

- i Covering letter of Bid on bidder's letter head as per the proforma given in the Bidding document.
- ii Master Index and copies of all technical and commercial amendments/addendums issued (if any), duly e-signed as a token of having received and read all parts of the bidding document and having accepted and considered the same in preparing their bid.
- iii Power of Attorney in favour of Authorized signatory of the bid.  
Note:- All documents/ files of the bid shall be signed and uploaded by using the digital signature issued in the name of the person having valid Power of Attorney at the time of bid submission.
- iv Compliance to Bid requirement as per **Form-A** to ITB.
- v Agreed terms & Conditions as per **Form-B** to ITB.
- vi ~~PF & ESI undertaking as per Form-C to ITB.~~ (Not Applicable)
- vii Bank Account details **Form-D** along with copy of cancelled cheque.
- viii Bidder's General Information as per **FORM-E** to ITB.
- ix Border Sharing Clause (Annexure II to ITB)
- x PRICE BID : Price Schedule (FORM SP-0)

Prices to be filled in Schedule of Rates as provided in the bidding document at the designated place of the Govt. of India's Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/eprocure/app>.

Rate/Amounts must be filled in Schedule of Rates after downloading the 'Schedule of Rates' file uploaded in the Govt. of India's Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/eprocure/app> as .xls file.

Bidder to note that the Price Schedule (BoQ) file uploaded on the website of <https://eprocure.gov.in/eprocure/app>. Bidder shall download the BoQ file available **as excel file**, fill these and then shall upload the BoQ file at the designated place of the CPP Portal <https://eprocure.gov.in/eprocure/app> in their Price bid.

The format of the files uploaded by bidder should be the same as the format of the files available in the EIL Website.

Deviation to terms and conditions, presumptions etc. shall not be stipulated in Price part of bid.

### **11.0 BID PRICES**

- 11.1 The Contract shall be for the total works as described in Bidding Document, based on the Schedule of Rates submitted by the Bidder and accepted by the Owner.
- 11.2 Rates/Amounts must be filled in the `Price Schedule 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.
- 11.3 Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the complete item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under `BoQ but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Conditions of Contract or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 11.4 The schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every nature and description whatsoever and all risks whatsoever (foreseen or unforeseen) to be taken or which may occur in relation to the execution of the work, like cost of purchase of raw materials, transportation, labour cost, cooking, serving, and cost of all consumable materials and catering, cost of equipment, cooking utensils and maintenance of premises, Service Charges, cost of Uniform etc. as mentioned in the Bidding document.
- 11.5 "The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable)."
- 11.6 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.

### **12.0 CURRENCIES OF BID & PAYMENT**

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

### **13.0 BID VALIDITY**

- 13.1 Bid submitted by Bidder shall remain valid for a minimum period of 03 (Three) months from the date of submission of 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 Bidder revoking or cancelling their Bid or varying any terms in regard thereof without the consent of Owner in writing, Owner shall forfeit EMD paid by them along with their bids.
- 13.2 EIL may solicit the bidder's consent to an extension of the period of validity of bid. The request and the responses there to shall be made in writing. If the Bidder agrees to the extension request, the validity of Bank Guarantee towards EMD

shall also be suitably extended. However, bidders agreeing to the request for extension of validity of bid will not be permitted to modify the bid.

#### **14.0 FORMAT AND SIGNING OF BID**

14.1 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.

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

#### **15.0 DEADLINE FOR SUBMISSION OF BID**

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

#### **16.0 LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE**

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

#### **17.0 MODIFICATION AND WITHDRAWAL OF BIDS**

17.1 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.

17.2 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**

#### **18.0 EVALUATION OF BIDS**

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

18.2 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.

18.3 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.

18.4 Bidder shall however note that no revision in quoted Rates shall be allowed,.

#### 18.5 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 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.

#### 19.0 **ARITHMETIC CORRECTIONS**

During evaluation of price, if some discrepancies are found between the unit rate("Column 6") & Total Amount ("Column 7") in "Price Schedule SP0 (BoQ)". Unit rate quoted by the bidder shall prevail.

#### 20.0 **EVALUATION OF PRICE BIDS**

20.1 The prices quoted by the Bidders shall be checked for arithmetic correction, if any, in line with clause No.19. GST rate indicated by the bidder in Schedule of Rates shall not be considered for loading.

#### 21.0 **CONTACTING THE OWNER**

21.1 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.

#### 22.0 **AWARD OF CONTRACT**

##### 22.1 OWNER'S RIGHT TO ACCEPT OR REJECT ANY BID

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

#### 23.0 **NOTIFICATION OF AWARD**

23.1 The Owner will notify the 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.

#### 24.0 **CONTRACT AGREEMENT**

24.1 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. 100/-). The cost of non-judicial stamp paper shall be borne by the Contractor

24.2 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.

24.3 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.

#### **25.0 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.

#### **26.0 ENQUIRIES ON GEM**

EIL has adopted Government-e-Market (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 the enquiries.

## **E-TENDERING METHODOLOGY**

### **Instructions for Online Bid Submission:**

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

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

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

### **REGISTRATION**

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

### **SEARCHING FOR TENDER DOCUMENTS**

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

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

#### **PREPARATION OF BIDS**

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

#### **SUBMISSION OF BIDS**

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

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

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

## **RETENDER**

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

## **WITHDRAWAL OF BID**

**It may please be noted that bidders now have an additional feature of withdrawing their bids before due date and time. After submitting the bid on the CPP Portal, if the bidder wishes to withdraw his bid, he can do so. However, if the bidder withdraws his bid, he will be exempted from further participation in the tender and won't be able to submit his bid again for that particular tender.**

## **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 24 x 7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800-3070-2232 and Mobile Nos +91-7878007972, +91-7878007973.

## ANNEXURE-II TO ITB

### **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.

**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	[       ]
<b>Notes:</b> 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.**

**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 :

Signature (#):

Date :

Name :

Designation :

Seal :

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

**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 :

Signature (#):

Date :

Name :

Designation :

Seal :

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

*be signed by the authorized signatory of the bidder.*

# **FORMS**

**COMPLIANCE TO BID REQUIREMENT**

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

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

**SIGNATURE OF BIDDER** : \_\_\_\_\_  
**NAME OF BIDDER** : \_\_\_\_\_  
**COMPANY SEAL** : \_\_\_\_\_

**COMMERCIAL QUESTIONNAIRE**

(On Company's letter Head)

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

<b>SL. NO.</b>	<b>EIL'S QUERY</b>	<b>BIDDER'S REPLY/ CONFIRMATION</b>
1.0	a) We confirm that we are not involved in any Litigation/ Arbitration with Owner.	Confirmed / Not Confirmed  (Strike Through whichever is not Applicable)
	OR	
	b) We confirm that the current Litigation / Arbitration, in which Bidder is involved will not have any impact in work being tendered or in entering into contract during the validity of offer and performing the contract till all the contractual obligations under contract are performed.	Confirmed / Not Applicable  (Strike Through whichever is not Applicable)
<b>Note to Clause No. 1.0:</b> In case bidder(s) doesn't provide the affirmation as above (Clause No. 1.0), their bids shall be rejected.		
2.0	a) Kindly confirm that your quoted prices are not higher than the price offered to other Organizations including Indian PSUs, for the subject in recent past.  b) Kindly also furnish copies of the Purchase Orders placed on you from other Organizations including PSUs in support of your response at Sl.No 2.0(a) above.	(i) Confirmed  (ii) Submitted
3.0	Confirm your compliance to total Scope of Work (SOW) and Index File (IF) mentioned in the Bidding Document.	Confirmed
4.0	Signed Copy of Addendum / Amendments as a token of acceptance (Applicable, if issued).	Confirmed
5.0	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bid Document.	Confirmed
6.0	Confirm that the Bidder has not been banned OR delisted by any Government or Quasi Government agencies or Public Sector Units.	Confirmed

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
7.0	Bidder confirm that 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
8.0	We confirm that we are not under liquidation, court receivership or similar proceedings, and are not bankrupt.	Confirmed
9.0	Bidder to confirm that "their quoted prices are not higher than the price offered to other organizations including indian PSUs, for the similar supplies/ services in recent past".	Confirmed
10.0	Kindly furnish copies of the Purchase Orders placed on you from other Organizations including PSUs	Submitted

**SIGNATURE OF BIDDER :** \_\_\_\_\_  
**NAME OF BIDDER :** \_\_\_\_\_  
**COMPANY SEAL :** \_\_\_\_\_

FORM-C

DELETED

**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
    - i). If yes, BANK'S IFSC CODE NUMBER

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

( \_\_\_\_\_ )  
Signature of the authorised signatory(ies) & Designation

Place:  
Date:

Official seal of the company

**BANK CERTIFICATION**

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

Bank's Stamp

Place:  
Date:  
bank

Signature of the authorised official of the

(Kindly enclose cancelled cheque copy too)

**BIDDER'S GENERAL INFORMATION**

To  
**Engineers India Limited**

1-1 Bidder Name: \_\_\_\_\_

1-2 Is bidder is having subsidiary /  
fellow subsidiary. If Yes,  
please indicate the names: \_\_\_\_\_

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 : \_\_\_\_\_

(SIGNATURE OF BIDDER WITH SEAL)

## STANDARD TERMS & CONDITIONS

### Abbreviations (in Alphabetical Order):

AMC	:	Annual Maintenance Contract
AMRCD	:	Administrative Mechanism for Resolution of CPSEs Disputes
BoQ/ SOP/ SOR/ PS	:	Bill of Quantities/Schedule of Price/ Schedule of Rates/ Price Schedule
CD/BCD	:	Custom Duty/ Basic Custom Duty
CDD	:	Contractual Delivery Date
C&P	:	Contract & Purchase
DDP	:	Delivered Duty Paid
EIL	:	Engineers India Ltd.
FOT	:	Free on Truck
GOI	:	Government of India
GST/CGST/ SGST/ UTGST / IGST	:	Goods and Services Tax / Central Goods and Services Tax / State Goods and Services Tax / Union Territory Goods and Services Tax / Integrated Goods and Services Tax [applicable w.e.f.01.07.2017]
ICB	:	International/ Global Competitive Bidding
INR / ₹ / Rs.	:	Indian Rupees
IP	:	Integrity Pact
IPC / PC Act	:	Indian Penal Code / Prevention of Corruption Act
OEM/ OES	:	Original Equipment Manufacturer/ Original Equipment Supplier
PRS	:	Price Reduction Schedule
RA Bill/ Invoice	:	Running Account Bill/Invoice
RFQ	:	Request for Quotation
SLA	:	SoftwareLicense Agreement

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## 1.0 DEFINITIONS

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

- a) "EIL" means **Engineers India Limited** (also the 'Purchaser'), a company incorporated in India having its registered office at **Engineers India Bhawan, 1, Bhikaiji Cama Place, RK Puram, New Delhi-110066** and shall include its successors and assignees.
- b) "**Supplier**": Supplier shall mean the Person, Firm or Corporation to whom the Purchase Order is issued.
- c) "**Purchase Order**": Purchase Order shall mean the Order placed on the Supplier for supply of Goods (Software/License/ Dongles)/ Services and shall include Terms & Conditions herein mentioned below, Material Requisition/ Purchase Requisition, Price schedule and subsequent amendments mutually agreed upon. It may also be referred as Order or Contract.
- d) "**Engineer-in-Charge**" means the Person designated by EIL to act as the Engineer-in-Charge for the purposes of this Order or Contract and notified in writing to the Supplier.

## 2.0 PRICE BASIS

### 2.1 For Indian Suppliers

Quoted prices shall be on **FOT Site EIL New Delhi Office basis/ Electronic Delivery basis.**

The quoted price shall be inclusive of all taxes and duties except "**Goods and Services Tax (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].

## 3.0 DELIVERY/ COMPLETION PERIOD

Delivery & contract period shall be as per clause A of SOW for Two years.

## 4.0 PAYMENT TERMS

### 4.1 Payment Terms for Supply of Goods

Shall be applicable as per SOW Clause No.E

### 4.2 Notes to Payment Terms:

- a) All Bank charges of respective Bankers (of Supplier/ EIL) shall be to respective account, wherever applicable.
- b) All Invoices are to be raised in Original by the Supplier.
- c) All payments shall be released within the maximum period of 30 days of submission of invoice along with all requisite documents complete in all respects.

## 5.0 DELIVERY DATES

- 5.1 Date of delivery as mentioned in the DLOA shall be of utmost importance of the agreement and no variation shall be permitted except with prior authorization in writing by Engineer-in-Charge.

## 6.0 PRICE REDUCTION SCHEDULE

NOT APPLICABLE

## 7.0 CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG)

NOT APPLICABLE

## 8.0 DECLARATION TOWARDS UNIFORMITY OF PRICES

(APPLICABLE IN CASE OF OEM/ SOLE AUTHORIZED DEALER/ NOMINATION CASES)

- 8.1 OEM/ Proprietary Bidders shall submit a Declaration as per **FORM-A**, declaring that their quoted prices are not higher than the price offered to other organizations including Indian PSUs, for the similar Supplies/ Services in recent past.
- 8.2 EIL reserves the right to obtain the OEM/ Proprietary price list of Software/ AMC from the Bidder.

## 9.0 STATUTORY VARIATIONS

- 9.1 No variation on account of taxes and duties, statutory or otherwise, shall be payable by EIL to Supplier except for GST.
- 9.2 Any statutory variation in GST shall be payable up to **Contractual DeliveryDate/ Contractual Completion Date (CDD/ CCD)** against documentary evidence. In case, input tax credit of GST is available to EIL beyond CDD/ CCD, the same may be reimbursed by EIL.
- 9.3 Any new tax, duty, cess, levy notified or imposed after the submission of Price Bid but before the CDD/ CCD shall be to EIL account.

- 9.4 Any reduction in prevailing taxes and duties included in the Priced Bid shall be passed on to EIL up-to the date of actual completion.
- 9.5 If the statutory variation entitles EIL to recover the paid amount, such amount will be recovered from invoices of the Supplier immediately upon enforcement of such variation, under intimation to the Supplier.

## 10.0 CHANGE ORDER

- 10.1 EIL has the option at any time to make changes in quantities ordered or in the specifications. If such changes cause an increase or decrease in the Price or in the time required for supply, a claim under this provision must be raised by Supplier, with documentary evidence/ back-up documents/ calculations, within 7 days from the date the intimation for changes is received from the EIL.  
Supplier shall execute the change only after receipt of Change Order.

## 11.0 FORCE MAJEURE

### 11.1 Events of Force Majeure

“Event of Force Majeure” shall mean any exceptional event or circumstance:

- a) not within reasonable control of the Party affected
- b) which could not reasonably be envisaged by such Party prior to entering the Contract
- c) despite the exercise of reasonable diligence, such Party is unable to prevent, avoid, or overcome
- d) which is not substantially attributable to the other Party

### 11.2 Effect of Force Majeure

Should any Event of Force Majeure prevent or delay the performance by a Party of any of its obligations under this Contract then, provided that notice is given to the other Party in accordance with the provisions of **Clause 11.5**, the Party which is prevented or delayed from the performance of its obligations shall be excused from performance in accordance with the time specified in this Contract for so long as the relevant Event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed thereby.

### 11.3 Instances of Force Majeure

Event of Force Majeure shall include the following without limitation of exceptional events or circumstances, so long as the conditions of **Clause 11.1** are satisfied:

- 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) Epidemics, Earthquakes, Floods, Fire, Hurricanes, Typhoons, or other physical natural disaster, but excluding weather conditions regardless of severity;

- d) 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; and
- e) Freight embargoes, Strikes at National or State-level, Industrial disputes at a national or state-wide level in any country where works are performed, and which affect an essential portion of the work but excluding any industrial dispute which is specific to the performance of the work;

#### **11.4 Event excluded from Force Majeure**

Commercial hardship, Third Party breach, Strike and Shutdown or lockout at the Supplier shall not constitute an event of Force Majeure.

#### **11.5 Notice of Force Majeure: Procedure**

If either Party desires to invoke an Event of Force Majeure as a cause for delay in the performance of any obligation hereunder, that Party shall, not later than 14 days after the commencement of such Event of Force Majeure or at such time as a Notice can be practically given if the Event of Force Majeure prevents from giving the Notice, give written Notice to the other Party:

- a) the date of commencement and nature of the Event of Force Majeure; and
- b) the date on which the Event of Force Majeure terminated (if before the date of Notice) or alternatively, if the Event is continuing, its expected duration, the extent known by the notifying Party.

#### **11.6 Mitigation of delay**

The Party affected by the event of Force Majeure shall use all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by any Event of Force Majeure, including recourse to alternate acceptable sources of services, materials and supplies and reasonable adjustment of work activities. However, EIL's obligation to pay for Work already performed by the Supplier shall not be affected by an event of Force Majeure.

#### **11.7 Costs during Force Majeure**

In the event of Force Majeure conditions occurring, each Party shall bear their respective costs, if any, incurred resulting there from.

If either Party is prevented from fulfilling its contractual obligations for a continuous period of three (3) months because of Force Majeure, then the Parties shall consult each other with a view to agreeing to the action to be taken under the circumstances, and failing such agreement either Party is entitled to terminate the Contract.

## 12.0 CANCELLATION FOR DEFAULT

12.1 EIL reserves the right to cancel the Purchase Order or any part thereof and shall be entitled to rescind the Purchase Order wholly or in part by a written notice of 30 days to the Seller, if:

- a) The Supplier fails to comply with the terms of the Purchase Order in spite of EIL giving a cure period of 30 days.
- b) The Supplier becomes bankrupt or goes into liquidation.
- c) The Supplier makes a general assignment for the benefit of creditors.
- d) A receiver is appointed for any of the property owned by the Supplier.

12.2 Upon receipt of the said cancellation notice, the Supplier shall discontinue all work on the Purchase Order and matters connected with it.

## 13.0 CANCELLATION FOR CONVENIENCE

13.1 EIL may, by written notice of 10 days sent to the Supplier, cancel the Purchase Order (PO), in whole or part, at any time for his convenience. The notice of cancellation shall specify that the cancellation is for the EIL's convenience, the extent to which performance of work under the PO is cancelled and the date from which such cancellation becomes effective.

13.2 In case, during the date of Cancellation, any activity is partially completed by the Supplier, the payment for the same shall be made based on mutual agreement between EIL and Supplier.

## 14.0 NON WAIVER

14.1 Failure or delay of a party to exercise any rights or remedies herein or by law or failure to properly notify the other party in the event of a breach, shall not release the other party and shall not be deemed a waiver of any right of a party to insist upon the strict performance thereof or any of his or their rights or remedies provided for herein.

## 15.0 NON ASSIGNMENT

15.1 Neither Party, without obtaining prior written consent of the other Party, shall assign the Purchase Order to any Third Party.

## 16.0 INTELLECTUAL PROPERTY & ROYALTIES

16.1 On acceptance of the Order, the Supplier will be deemed to have entirely indemnified EIL and its representative(s) from any legal action or claims regarding compensation for breach of Intellectual Property (i.e. patents, trade-marks, copyright etc.) which the Supplier deems necessary to apply to execute the Order or Contract.

## 17.0 INDEMNITY

17.1 Supplier shall indemnify, protect and save EIL against all claims, losses, costs, damages, expenses, actions, suits and other proceedings resulting from infringement of any patents, trade-marks, copyrights in respect of the supplied Software Package. Any expenditure incurred on account of lawsuit anywhere will be borne by the Supplier.

## 18.0 LIMITATION OF LIABILITY

18.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Supplier, excluding his liability towards infringement of any patents, trade-marks, copyrights or industrial design rights, breach of Confidentiality, Anti-Bribery, Corruption and Conflicts of Interest, under the contract or otherwise shall be limited to **100% of 'Total Order Value'**. 'Total Order Value' for the purpose of this clause means "Supply Price" plus "installation/ customization charges" & "AMC", wherever applicable.

However, neither Party shall be liable to the other Party for any indirect and consequential damages, loss of profits or loss of production.

## 19.0 DISPUTE RESOLUTION

19.1 Dispute Resolution shall be carried out as per the procedure included as Annexure-I to STC. The latest EIL Conciliation Rules 2012 have been appended herewith as Annexure-II to STC. These Rules shall be in force throughout the Contract.

19.2 s Annexure-I to STC. The latest EIL Conciliation Rules 2012 have been appended herewith as Annexure-II to STC. These Rules shall be in force throughout the Contract.

19.3 Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD)

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.

19.4 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.

## 20.0 GOVERNING LAWS AND JURISDICTION

The Supplier hereby agrees that the Court situated at New Delhi alone shall have the jurisdiction to hear and determine all action and proceedings arising out of this Contract as per Indian laws.

## 21.0 HEADINGS

The headings of the conditions hereof shall not affect construction thereof.

## 22.0 NOTICES

All written notices required by the Supplier or EIL (together called 'Parties') under the Contract shall be deemed to have been served on the date such notice is e-mailed to the other Party by their respective Engineer-in-Charges/ authorized representatives.

## 23.0 COMPLETE AGREEMENT

The Terms and Conditions of the Purchase Order shall constitute the entire Agreement between the Parties hereto. Changes will be binding only if the Amendments are made in writing and signed by the Engineer-in-Charge/ his authorized representative.

**FORM-A**

**[Note: Required for OEM/ Proprietary/nomination cases]**

**DECLARATION**

**Enquiry Document No:**

**Name of ITEM / Works:**

We, \_\_\_\_\_ **<Insert name of Bidder>**, hereby confirm that our quoted prices are not higher than the price offered to other organizations including Indian PSUs, for the similar Supplies/Services in recent past.

**Signature with date:**

**Name & Designation of Bidder:**

**FORM-B**

**[Note: Required for Multi-year Contract period/ AMC (applicable in case of OEM/ authorized dealer cases)]**

**(On the Letterhead of the Company)**

**UNDERTAKING**

[The Bidder(Software Developer/ Proprietor) shall submit an undertaking immediately upon award of works (in accordance with their respective template/ procedure/ system), indemnifying EIL that they are the rightful owner of the Software/ authorized dealer of the Software and that they will inform EIL the moment the Software Developer/ Proprietor/sole authorized dealer do not remain the rightful owner of the Software/ sole authorized dealer of the Software. The contract shall be continued based on this undertaking.]

**Signature with date:**

**Name & Designation of Bidder:**

**Stamp:**



**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 in its 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 any interest/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 appropriate Government 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 available to 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 regime shall 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 EIL is 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 raises invoices 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. EIL shall 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 all applicable 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-in import 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 Cess on 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 all applicable 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 and payment 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 by the 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 be payable 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 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.

PROFORMA OF AGREEMENT

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

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

AND

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

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

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

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

In witness whereof the parties have executed this Agreement on .....

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

Signed and Delivered
For and on behalf of

Name:
Designation:
Date:
Place:

Name:
Designation:
Date:
Place:

In the presence of witness :

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Name:

Designation:

Date:

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Name:

Designation:

Date:

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

**MODEL DISPUTE RESOLUTION CLAUSE**

1. 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), and only if such Conciliation fails then through Arbitration / Commercial Courts as mentioned herein.
2. 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.

3. 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. 8 shall not be arbitrable.

4. 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 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.

5. 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.

6. The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
7. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable.
8. 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
9. Parties mutually agree that Arbitral Tribunal/Arbitrator will not include in the sum for which the award is made 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.
10. 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.
11. Sub clauses 2 to 9 of this clause shall not be applicable in contracts where both the parties to the contract come under the purview of AMRD Mechanism.

Annexure : V

**ENGINEERS INDIA LIMITED CONCILIATION RULES, 2012**  
**Rules for Speedier, Cost-effective, Out-of-Court, Out-of-Arbitration**  
**Amicable Dispute Settlement through Conciliation**

**Whereas** Part-III of the Indian Arbitration and Conciliation Act, 1996 makes elaborate provisions for Alternate Dispute Resolution through Conciliation, which is emerging as an effective Dispute Resolution Mechanism for Public Sector Units in India.

**Whereas** Engineers India Limited desires to approach Conciliation as a Dispute Resolution Mechanism and hereby frames the present Rules in conformity with/supplementary to Part - III of the Indian Arbitration and Conciliation Act, 1996 for speedier, cost-effective and amicable settlement of disputes through Conciliation.

**RULE 1: SHORT TITLE**

These Rules shall be called the Engineers India Limited Conciliation Rules, 2012.

**RULE 2: DEFINITIONS**

- (a). "EIL" shall mean Engineers India Limited, having its registered office at 1, Bhikaji Cama Place, R.K.Puram, New Delhi - 110066.
- (b). "Panel of Conciliators" shall mean the list of eligible persons maintained by EIL's Legal (Commercial) and approved by the Chairman & Managing Director of EIL to act as Conciliators in Conciliation proceedings under these Rules.

Proposals initiated by Legal (Commercial) for empanelment of such Conciliators shall be approved by Director (Commercial) and Director (Finance) before the same is approved by Chairman & Managing Director of EIL.

- (c). "Party" means a Party to a defined legal relationship, whether contractual or otherwise or a Party to a Conciliation proceeding under these Rules.

- (d). "Rules" shall mean the Engineers India Limited Conciliation Rules, 2012.
- (e). "Outside Experts Committee" shall mean the Committee of Conciliators appointed under Rule 5 (g) of these Rules.
- (f). "Working Day" shall mean any of the Five days from Monday to Friday, excluding holidays declared by Engineers India Ltd.

### RULE 3: APPLICATION OF RULES

- (a). The Engineers India Limited Conciliation Rules, 2012 shall apply to any dispute, arising out of or relating to a contractual or defined legal relationship in the form of a contract or otherwise, involving Engineers India Limited as a Party where the parties seeking an amicable settlement of their disputes have agreed that Engineers India Limited Conciliation Rules, 2012 apply.
- (b). The scope of Conciliation under these Rules shall encompass both domestic and international disputes of a private law nature, whenever a settlement is possible.
- (c). Pendency of Arbitral or Judicial proceedings shall not constitute any bar on commencement of Conciliation proceedings under these Rules, even if the proceedings under these Rules are on the same subject matter/issue as the Arbitral or Judicial proceedings. However, in such case, the parties shall put such arbitral/judicial proceedings on hold to facilitate the Conciliation Proceedings.
- (d). These Rules shall not, however, apply to dispute(s) which, by virtue of any law for the time being in force in India, may not be submitted to Conciliation.
- (e). These Rules shall be subordinate to and supplementary to Part-III of the Indian Arbitration and Conciliation Act, 1996 and the latter would prevail over the former to the extent of inconsistency, if any.

- (f). These Rules are broad standard Conciliation Procedures for a flexible, systematic, expedient and amicable settlement of disputes and Parties may mutually agree to make appropriate adjustments and such mutually agreed departures/deviations from any of these Rules shall not in any circumstance render a Conciliation Proceeding or any Settlement Agreement reached pursuant thereto void Ab-Initio.
- (g). Subject to subsequent Agreement between/amongst the Parties, Conciliation under these Rules may be invoked, even if Conciliation is not the prescribed Dispute Settlement Mechanism or these Rules are not the prescribed Conciliation Rules under the relevant Contract/Agreement or any form of defined legal relationship.
- (h). Raising of any issue or point of dispute by any Party - factual or otherwise - in writing or otherwise in any earlier communication (electronic or otherwise) between or amongst the Parties (without resolution) shall not be considered 'Conciliation' or part thereof under these Rules, unless such Conciliation proceedings are formally invoked under these Rules.

#### **RULE 4: PANEL OF CONCILIATORS**

- (a). Legal (Commercial) shall, for the purpose of appointing the Conciliator between the Parties, shall prepare and maintain a Panel of Conciliators, consisting of persons of unquestionable integrity and good public standing within sixty days of coming into force of these Rules in accordance with clause 2 (b) above.
- (b). Conciliators in the Panel of Conciliators, maintained by EIL, shall be Independent persons, who are neither employees nor Consultants/ Advisors of Engineers India Limited. However, the ex-employees of EIL are in no manner precluded from being included in such panel, provided they do not draw any benefits from Engineers India Limited during the span of such proposed inclusion in the panel.
- (c). The consent of the persons whose names are included in the panel shall be obtained before empanelling them.

- (d). The panel shall contain an Annexure, giving details of the qualifications of the conciliators and their professional or technical experience in different fields.
- (e). The panel of Conciliators appointed under Clause (a) shall normally be for a period of three years from the date of appointment and further extension of the panel of Conciliators shall be at the discretion of the Chairman & Managing Director of Engineers India Limited.
- (f). The following persons shall be eligible for consideration for empanelment in EIL's Panel of Conciliators:
- i. Retired Secretary/Additional Secretary of Govt. of India or any equivalent post thereof.
  - ii. Retired Chairman-cum-Managing Director/Functional Directors of any Central Public Sector Enterprise in India.
  - iii. Retired Independent Directors who have served on the Board of any Central Public Services Enterprise.
  - iv. Independent Experts registered with the Indian Council of Arbitration.
  - v. Retired officials of not less than the rank of Executive Director of any Central Public Sector Enterprise.
- (g). Any person in the Panel of Conciliators maintained by EIL shall not be entitled to any monetary benefit or remuneration/fees or other facility(ies) only by virtue of his/her name being in such a Panel, except when he/she is actually appointed as a Conciliator for specific Conciliation proceedings under these Rules vis-a-vis any specific issue(s) or Dispute(s) referred for Conciliation.
- (h). The Chairman & Managing Director of EIL is empowered to approve, add or delete any name from the list of panel of Conciliators.
- (i). Removal of a person from EIL's Panel of Conciliators shall not have the automatic effect of removal/withdrawal of the said person from an existing Outside Experts Committee in relation to specific Dispute(s) referred for Conciliation, unless the Parties thereto agree on such removal/ withdrawal.

(j). Disqualifications of persons appointed as Conciliators

The following persons shall be deemed to be disqualified for being empanelled as Conciliators:

- i. Any person who has been adjudged as insolvent or persons
  1. against whom criminal charges involving moral turpitude are framed by a criminal court and are pending; or
  2. who have been convicted by a criminal court for any offence involving moral turpitude.
- ii. Any person against whom disciplinary proceedings have been initiated by the appropriate disciplinary authority which are pending or have resulted in a punishment.
- iii. Any person who is interested or connected with the subject-matter of dispute(s) or is related to any one of the Parties or to those who represent them, unless such objection is waived by all the parties in writing. A Member of Outside Experts Committee before entering into a reference for conciliation shall give an undertaking in the manner prescribed in **Schedule - A**.
- iv. Any legal practitioner who has or is appearing for any of the Parties in any suit or in other proceedings(s).

**RULE 5: CONCILIATORS - NUMBER & APPOINTMENT**

- (a). There shall be one Conciliator in cases where claim value does not exceed Rs. 2 Crores. However, in case the amount involved is more than Rs. 2 Crores, the same will be settled by a panel of three Conciliators one each from Technical, Finance/Commercial and Legal fields. All such Conciliators will be outside experts appointed by Chairman & Managing Director of EIL from the panel of Conciliators being maintained by EIL.

- (b). The Conciliator(s), as and when appointed by the Parties for a specific Conciliation proceeding, shall constitute and function by the name and style of "Outside Experts Committee" in regard to the dispute(s) referred for Conciliation and shall conduct Conciliation proceedings under these Rules.
- (c). If a Conciliator withdraws himself or herself or is removed by the Parties from a Conciliation Proceeding on the ground of continued absence for at least three scheduled meetings/hearings or is otherwise unavailable for the Conciliation proceeding for no justifiable reason(s), the Parties may appoint another Conciliator in the same manner contemplated herein.

#### **RULE 6: INITIATION OF CONCILIATION**

- (a). EIL or any Party to a defined legal relationship with EIL - Contractual or otherwise, wishing to settle any issue with the other Party(ies), shall serve the other Party(ies) with a Written Notice/Invitation for initiation of Conciliation Proceedings under these Rules, preferably after exhausting the normal official avenues of communication for resolving the issue proposed to be referred to conciliation.
- (b) In case EIL desires to initiate the Conciliation Proceedings, the concerned group executing the project, shall first obtain the consent of the other Party.

Thereafter the case shall be moved by the aforesaid project group for approval of Director (Projects), Director (Commercial), Director (Finance) and Chairman & Managing Director for referral to conciliation by constitution of expert committee called 'Outside Experts Committee'.

- (c). A Written Notice/Invitation for initiation of Conciliation proceedings shall, inter alia; contain the following details:
  - i. Issue(s) in dispute - Factual or Otherwise
  - ii. Identity of the Party (ies) - Name, Official Address, Contact E-Mail Address, Telephone Number(s), Official Representative etc.
  - iii. Consent of the Party serving Notice of Conciliation under these Rules
  - iv. Any other term and condition for conciliation, consistent with the Indian Arbitration and Conciliation Act, 1996

- (d). The Party(ies), receiving Written Notice(s)/Invitation(s) for Conciliation under Sub-Rule (a) shall, within 30 days of receipt of Written Notice/Invitation for Conciliation, intimate its/their consent for Conciliation Proceedings under these Rules and the Chairman and Managing Director of EIL shall appoint the Conciliator from the panel of Conciliators being maintained by EIL.
- (e). If no Reply(ies) under Sub Rule (c) is/are received from the other Party(ies), on whom Written Notice(s)/Invitation(s) for Conciliation under Sub-Rule (a) has/have been served, within 30 days of Invitation or within such period prescribed in the Written Notice/Invitation for Conciliation, whichever is longer, the Invitation for Conciliation may be treated as 'Rejected'.
- (f). Conciliation proceedings under these Rules shall be deemed to commence on the day the Party, receiving Invitation for Conciliation, intimates in writing its acceptance of such an invitation. For Conciliation proceedings with more than two Parties, such proceedings shall be deemed to commence on the day the last intimation of acceptance of Invitation for Conciliation is received from a Party.
- (g). If the Parties fail to agree on appointment of Conciliator(s) and constitution of Outside Experts Committee within 90 days of receipt of Reply(ies) from the other Party(ies) under Sub-Rule (e) or such extended time-period, as agreed between/amongst the Parties, whichever is longer, the efforts at dispute settlement through Conciliation shall be treated as 'failed'.

#### **RULE 7 - CONCILIATION PROCEEDINGS**

- (a). The Outside Experts Committee, within 7 working days of its constitution, may request the Parties to file a brief Written Statement, describing the general nature of the dispute(s) and points at dispute. Any other document may also be filed, if a Party so desires.

- (b). The Outside Experts Committee may also request the Parties to submit further Written Statements of the concerned Parties' position and facts and grounds in support thereof, supplemented by any document(s) and other evidence that such a Party deems appropriate. The Parties may also be asked to furnish copies of relevant earlier communications exchanged amongst themselves, if any, on the issue of dispute.
- (c). It shall be open to the Parties to make any proposal for amicable settlement of dispute and the Outside Experts Committee shall hear the other party on the said proposal.
- (d). The Outside Experts Committee shall make best endeavour to settle the dispute(s) through proposals of the Parties only, before making any Proposal(s) itself first. Nevertheless, as and when it is deemed extremely important or on joint request of the Parties, the Outside Experts Committee at any point of time during the Conciliation proceeding make any proposal - oral or otherwise.
- (e). The first meeting of the Parties shall be called by the Outside Experts Committee, after consulting the Parties involved, at a convenient date and time, within 10 working days of receipt of documents mentioned in the preceding Sub-Rule (a).
- (f). During the first meeting, a tentative time-frame and broad work-Schedule of the Conciliation proceedings may be finalized after due consultation with and consent of the Parties.
- (g). The Outside Experts Committee shall be free to communicate in whatever manner it deems fit with any Party to furnish any kind of information or document(s) relevant for the purpose of the Conciliation proceeding.
- (h). The Outside Experts Committee shall, as much as possible, proceed with the Conciliation proceeding on issue-by-issue basis, but after proper identification of relevant issues with the consent of the Parties.

- (i). The Outside Experts Committee, with the consent of the Parties, may also call for material witness(es) to assist the Committee in reaching an amicable solution of the dispute(s) referred.
- (j). Each Party shall send a copy of its brief Statement and every other document(s) filed before the Outside Experts Committee to the other Party(ies).
- (k). The Outside Experts Committee shall encourage the Parties to meet and discuss amongst themselves for an amicable settlement of the dispute(s) referred.
- (l). The Outside Experts Committee may also provide opportunities for oral hearing and make suggestions - oral or in writing - at any appropriate stage of the Conciliation proceeding, as contemplated by Section 67 of the Indian Arbitration and Conciliation Act, 1996.

**RULE 8: REPRESENTATION, VENUE & OTHER BROAD PRINCIPLES**

- (a). Advocates shall not be allowed to participate in Conciliation Proceedings under these Rules and Parties shall plead their own cases.
- (b). Parties shall, however, be free to be represented by their duly authorized officers/ in-house Law Officers to argue their own cases.
- (d). Conciliation Proceedings under these Rules shall be held in the office of Engineers India Limited at 1, Bhikaji Cama Place, R.K.Puram, New Delhi - 110066.
- (g). Equal Opportunity shall be given to the Parties to express their views before the Outside Experts Committee and the said Committee shall make utmost effort to ensure that the Conciliation proceedings are conducted in a friendly and conducive manner.
- (h). Representation of the Parties may be oral or in writing and unless otherwise decided by the Parties, Minutes of the Meetings/Hearings may be recorded

briefly in broad general terms, without, however, recording adversarial submissions/developments, if any. Copies of such minutes of meetings, if recorded in writing, shall be sent to the Parties within 3 working days of each such Meeting/Hearing.

- (i). Best efforts shall be made to ensure that Conciliation proceedings are conducted in a time-bound manner, without, however, diluting procedural flexibility of such proceedings.

#### **RULE 9: ROLE OF THE OUTSIDE EXPERTS COMMITTEE**

- (a). The Outside Experts Committee shall attempt to facilitate voluntary resolution of the dispute(s) by the Parties, and communicate the view of each party to the other(s), assist them in identifying issues, reducing misunderstandings, clarifying priorities, exploring areas of compromise and generating options in an attempt to solve the dispute(s), emphasizing that it is the responsibility of the Parties to take a final decision; he/she/they shall not impose any terms of settlement on the Parties.
- (b). The Outside Experts Committee shall be guided by the principles of objectivity, fairness and justice and shall assist the Parties in an independent, impartial and dignified manner to reach amicable settlement of dispute(s).
- (c). The Outside Experts Committee shall conduct conciliation proceedings in conformity with Part – III of the Indian Arbitration and Conciliation Act, 1996 and these Rules to the optimum extent possible, but shall be flexible with appropriate adjustments, whenever required or whenever the Parties make joint request.
- (d). The broad approach of the Outside Experts Committee shall be speedy, efficient and amicable settlement of disputes, without, however, diluting objectivity of approach, principles of Natural Justice and established principles of law.

- (e). The Outside Experts Committee shall act more as facilitators, rather than as Judges/Umpires/Arbitrators and shall not impose any view on any of the Parties involved.

**RULE 10: TIME FRAME**

- (a). The total number of hearings/meetings of the Outside Experts Committee as Conciliators in a Conciliation proceeding shall be not more than 5, but the same may be extended in consultation with and with the mutual consent of the Parties.
- (b). The Outside Experts Committee as Conciliator(s) shall attempt to dispose of the entire Conciliation proceeding within a time-frame of four months, but the same may be extended in consultation and with the consent of the Parties, but not beyond the sixth month.
- (c). Notwithstanding the above, a Settlement Agreement signed after the 6 Months period stipulated above shall not become void or unenforceable only because of such an Agreement having been signed after the stipulated Six Months period.

**RULE 11: REMUNERATION & COST**

- (a). For each hearing/meeting, a Conciliator shall be paid a sum of Rs.10,000/-. For Secretarial Services, a lump sum amount of Rs. 10,000/- (Rupees Ten Thousand Only) shall be paid by the Parties for the whole Conciliation proceeding.
- (b). Apart: from hearing/meeting fees and Secretarial Services fees, expenses incurred on Railway/Air fare, accommodation, local travel of Conciliator(s) for the purpose of the Conciliation proceeding, if any, shall also be borne by the Parties.
- (c). Subject to Sub-Rule (c), the cost of Conciliation, mentioned in Sub-Section (2) of Section 78 of Part - III of the Indian Arbitration and Conciliation Act, 1996, including Conciliators' Fees and other expenses incurred by the Outside Experts Committee relating to a Conciliation proceedings and the

Settlement Agreement, shall be equally borne by the Parties, unless the Outside Experts Committee, with the consent of the Parties, provides for a different apportionment of cost with reasons thereof.

- (d). Cost of preparing Settlement Agreement shall be fixed by the Outside Experts Committee in the Settlement Agreement, as required by Section 78 of Part - III of the Indian Arbitration and Conciliation Act, 1996.
- (e). The cost of Conciliation as determined by the Outside Experts Committee as per Part - III of the Indian Arbitration and Conciliation Act, 1996 and these Rules shall be paid by the Parties within 30 working days of signing the Settlement Agreement.
- (f). The Outside Experts Committee, in the alternative, may require the Parties to deposit the required fees and expenses in advance in the manner prescribed by Section 29 of the Indian Arbitration and Conciliation Act, 1996.

#### **RULE 12: DISCLOSURE OF INFORMATION**

When a Party to a Conciliation proceeding provides any information concerning any issue of dispute to the Outside Experts Committee, subject to a specific condition that such an information is to be treated confidential, the Outside Experts Committee shall not disclose that information to the other Party(ies).

#### **RULE 13: CO-OPERATION OF PARTIES**

- (a). The Parties shall in good faith co-operate with the Outside Experts Committee and, in particular, will endeavour to comply with any request of the Outside Experts Committee to submit written materials, provide evidence, give clarification, attend meetings/hearings etc.
- (b). Conciliation being an amicable Dispute Settlement Mechanism, the Parties shall not take adversarial roles, but instead make every possible effort to accommodate the other Party's/Parties' viewpoints, without, however, diluting the correct legal position.

- (c). The Parties shall make every possible effort to render optimum co-operation for a speedy, efficient and yet mutually acceptable & amicable resolution of disputes.
- (d). The Parties shall not in any manner make any attempt to unduly influence the Conciliation process or the Outside Experts Committee or the Conciliator(s) by way of inducement in any form or manner and shall conduct themselves with full dignity, honesty and integrity.

**RULE 14: SETTLEMENT AGREEMENT**

- (a). After discussing with and hearing all the Parties involved, the Conciliator(s) shall formulate the draft terms of a possible settlement and submit the same to the Parties for their consideration/observations/comments.
- (b). If any part of the draft Terms of Settlement is not acceptable to any of the Parties, further meetings/hearings shall be held for possible resolution till a final mutually acceptable Conciliation Agreement emerge.
- (c). When a consensus can be arrived at only in regard to any one or some of the issues referred for Conciliation, a Settlement Agreement may be signed in regard to the said Issue(s), which shall not be non-binding only because the Parties have failed to reach a similar Settlement in regard to the rest of the other issue(s) referred for Conciliation.
- (d). A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
- (e). When a Settlement Agreement is signed, the same shall be final and binding on the Parties and the persons claiming under/through them respectively.

- (f). The Conciliator(s) shall authenticate the Settlement Agreement and make as many original copies of the same as there are parties and every Party shall be given an Original Copy of the signed Original Agreement.

**RULE 15: CONFIDENTIALITY & ADMISSIBILITY OF EVIDENCE**

- (a). The Outside Experts Committee or any of the Conciliators (in case of multi Conciliator Committee) and the Parties shall keep confidential all information furnished, documents filed, evidence produced/adduced during the course of Conciliation proceedings. Confidentiality must extend to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.
- (b). Confidentiality under this Rule shall extend to Proposals, Alternative Proposals, Communications exchanged between/amongst the Parties, Communications exchanged between any of the Parties and the Outside Experts Committee or any of the Conciliators (in case of multi Conciliator Committee), Minutes of Meeting/Hearings, draft Settlement Agreement(s), Expert Opinions, Evidence of Witnesses etc.
- (c). No part of any information furnished to the Outside Experts Committee, documents filed, evidence produced, communication exchanged, views expressed, suggestions/admissions made, the factum of expression of willingness to accept a proposal by any Party during the course of the Conciliation proceeding shall be used as any form of evidence in any Arbitral or Judicial proceeding.
- (d). The above provisions on Confidentiality and Admissibility of Evidence shall also extend to even Arbitral and Judicial proceedings relating to disputes; which are not the subject matters of the same Conciliation proceedings.
- (e). No Conciliator shall be held liable for anything bonafide done or omitted to be done by him/her during the conciliation proceedings for civil or criminal action nor shall he/she be summoned by any Party to any suit or proceedings to appear in a Court of law to testify in regard to information received by him/her or action taken by him/her or in respect of drafts or

records prepared by him/her or shown to him/her during the conciliation proceedings.

**RULE 16: ARBITRAL OR JUDICIAL PROCEEDINGS**

- (a). During the course of/pendency of Conciliation proceedings under these Rules, the Parties shall not initiate or take any step to initiate any Arbitral or Judicial proceedings in respect of a dispute, which is a subject matter of the pending conciliation proceedings.
- (b) The Parties shall be at liberty to approach the Conciliation proceedings during any stage of arbitral/judicial proceedings and to facilitate such conciliation proceedings, the parties shall, with mutual consent put on hold such arbitral/judicial proceedings.
- (b). Subject to the above Sub-Rule (a), reference of any Dispute to Conciliation under these Rules shall be without any prejudice to any of the Rights and interest of the Parties involved, more particularly the rights of the Parties to resort to other Dispute Resolution mechanisms such as Arbitration, Litigation etc.

**RULE 17: APPROVAL OF SETTLEMENT AGREEMENT**

- (a). Once the Parties come to a consensus and the draft Settlement Agreement is prepared by the Outside Experts Committee, the draft Settlement Agreement shall be placed before the Competent Authority for consideration and approval .

**RULE 18 -TERMINATION OF CONCILIATION PROCEEDINGS**

- (a) The conciliation proceedings are terminated:
  - i. By the signing of the Settlement Agreement by the parties, on the date of the Agreement; or

- ii. By a written declaration of the Outside Experts Committee, after consultation with the Parties, to the effect that further efforts at Conciliation are no longer justified, on the date of the declaration; or
- iii. By a written declaration of the Parties addressed to the Outside Experts Committee to the effect that the conciliation proceedings are terminated, on the date of the declaration; or
- iv. By a written declaration of a Party to the other Party(ies) and the Outside Experts Committee, if appointed, to the effect that the conciliation proceedings are terminated, on the date of the declaration.

**RULE 19: MISCELLANEOUS**

- (a). None of the Conciliators shall act as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a dispute that is the subject of the conciliation proceeding. Similarly, none of the Parties or their Authorized Representative(s) shall act as the Representative or Counsel of the Conciliator(s) in any Alternate Dispute Resolution proceeding or Judicial proceeding of any kind.
- (b). The Parties shall not present a Conciliator as witness in any Alternate Dispute Resolution or Judicial proceedings.
- (e). The official language of Conciliation proceedings under these Rules shall be English, unless the Parties agree on some other language.

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**SCHEDULE- A**  
**DECLARATION OF ACCEPTANCE AND INDEPENDENCE BY MEMBERS OF**  
**SETTLEMENT ADVISORY COMMITTEE**

I, the undersigned, do hereby agree to serve as a member of the Outside Experts Committee in the instant case and hereby make the following declarations:

- i. I am familiar with requirements of law, particularly the Arbitration and Conciliation Act of 1996 and Engineers India Limited Conciliation Rules, 2012.
- ii. I am available to serve as a Member of the Outside Experts Committee and I am independent of any of the Parties involved in the instant Conciliation proceeding and have no interest - financial or otherwise - in any part of the Contract under reference or subject matter of the Conciliation proceeding.
- iv. I have not dealt earlier with the contract under reference or the subject matter of the conciliation proceeding in any manner or capacity, which could compromise my ability/independence to impartially resolve the dispute(s).
- v. The fees and other facilities for conciliation, offered to and accepted by me, will remain fixed and under no circumstances will there be any demand from me for any alteration/change therein.

**(Signature)**

**Name:**

**Address:**

**Date:**

*Shri*

### Operating Methodology for functioning of Outside Experts Committee

The methodology for functioning of Outside Experts Committee (OEC) of EIL is solely based on the Conciliation Rules of EIL. These rules define the constitution, method of selection, functioning, time frame and conclusion of the Outside Experts Committee as well as methodology for acceptance of the settlement agreement reached through this mechanism. The broad features of this methodology are captured as follows:

- Panel of Conciliators belonging to Technical, Finance/ Commercial, Legal fields to be maintained by EIL.
- Party wishing to settle issue through OEC to serve written notice on the other party. Notice to include issues in dispute, identity of parties, consent to enter settlement under DEC Rules of EIL and any other terms.
- Party receiving notice to respond within 30 days.
- Upon intimation of acceptance of invitation for conciliation, Chairman & Managing Director of EIL to appoint conciliator(s). One conciliator to be appointed wherein claim value does not exceed Rs. 2 Crore and three conciliators where claim value exceeds Rs. 2 Crores.
- Outside Experts Committee within 7 days of its constitution to request parties to file a brief written statement.
- Outside Experts Committee to make endeavour to settle disputes through proposals of parties only before making any proposals itself first.
- Outside Experts Committee may call for material witnesses with consent of parties to reach amicable solution of disputes.
- Parties to plead their own cases and advocates not allowed to participate in proceedings.
- Representations can be oral also, with minutes to be recorded.

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- Outside experts Committee to be guided by principles of objectivity, fairness and justice.
- Total number of hearings to be not more than 5, but to be extended with mutual consent, however overall time frame of disposal being 4-6 months.
- Parties to share the fee of Conciliators, secretarial services, expenses incurred on railway/ air fare, accommodation, local travel etc.
- Parties not to adopt adversarial roles, but to make effort to accommodate other party's view points, without diluting the correct legal position.
- After discussions, conciliator to formulate draft terms of possible settlement for observation/ comments/ consideration of parties.
- Settlement once signed to become final & binding on the Parties. EIL's acceptance of settlement agreement subject to consideration and approval of EIL's Committee of Functional Directors.
- Arbitral/judicial proceedings to be put on hold during pendency of conciliation proceedings
- Reference to Conciliation without prejudice to rights of parties to resort to other dispute resolution mechanism

The above features are designed to reflect impartial exercise of fairness in the proceedings which strike equilibrium with the acceptability quotient of the settlement proposal from a commercial angle. It also seeks to gain an edge over the existing dispute resolution mechanism in terms of speedy disposal as well costs involved.

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# **PRICE SCHEDULE**

**NAME OF WORK**                      PROCUREMENT OF AADHAR OTP BASED E-SIGN SERVICES.  
**BIDDING**                                **DC/8589-000-SE-T-5036/94**  
**DOCUMENT**  
**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. 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.
3. The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable)
4. Goods and Services Tax (GST) shall be payable extra as per GST rule.
5. Goods and Services Tax (GST) shall not be loaded for evaluation.
6. Bidders must submit the firm rates for all the items of Schedule of Rates. The Bids of all such bidders not complying this requirement shall not be accepted.
7. Bidder shall quote as per B o Q . item only. No comment, explanation or clarification in BoQ. is acceptable. No condition in price part shall be acceptable.
8. All items of work mentioned in the Schedule of Rates shall be carried out as per the specifications and instructions of Owner and the rates are deemed to be inclusive of material, consumable, labour, supervision, tools & tackles wherever required as called for in the detail specification and Standard Terms and conditions of the Contract(STC).

**STAMP & SIGNATURE OF BIDDER**

Item Rate BoQ

Tender Inviting Authority: ENGINEERS INDIA LIMITED

Name of Work: PROCUREMENT OF AADHAR OTP BASED E-SIGN SERVICES

Contract No: DC/8589-000-SE-T-5036/94

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.
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 Basic Rate only ).
3. The Basic rate quoted by the bidder should be up to 2 decimal place only.
4. Quantity indicated in Price Schedule is indicative only. EIL may purchase based on actual requirements and is no way bound to purchase the indicated quantity.
5. The quoted rates for the below items are as per SOW/Tender Document.
6. GST shall be paid extra as applicable
7. The quoted prices is valid till contract duration.

Name of the Bidder/ Bidding Firm / Company :							
<b>PRICE SCHEDULE (SP 0)</b> <i>(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)</i>							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #	
Sl. No.	Item Description	Quantity	Units	BASIC RATE Inclusive all texes and duties (Excl.GST) In <b>Figures</b> To be entered by the Bidder Rs. P	TOTAL AMOUNT Inclusive all texes and duties (Excl.GST) In <b>Figures</b> To be entered by the Bidder Rs. P	TOTAL AMOUNT In Words	
1	2	4	5	6	7	8	
1	C-DAC's e-sign version 2.1 services for non Commercial use per number of signatures/transactions						
1.01	C-DAC's e-sign version 2.1 services for non Commercial use per number of signatures/transactions	100000.000	Nos		0.00	INR Zero Only	
<b>Total in Figures</b>					<b>0.00</b>	INR Zero Only	
<b>Quoted Rate in Words</b>				<b>INR Zero Only</b>			



**PROCUREMENT OF AADHAR OTPBASED E-SIGN SERVICES**

**(Document No : 8589-000-89-44-SE-T-5036)**



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8589-000-89-44-SE-T-5036

**SCOPE OF WORK FOR PROCUREMENT OF AADHAR OTP BASED E-SIGN SERVICES TO BE USED  
 IN THE VARIOUS EMPLOYEE CLAIMS /PROCESS.**

0	17.04.2026	Issued for bidding	AK/PKP	ATA	GS
Rev. No	Date	Purpose	Prepared by	Reviewed by	Approved by

## INTRODUCTION

Engineers India Ltd. (EIL) is a leading design and engineering company in the field of petroleum refineries, petrochemicals, oil and gas processing, off-shore structure & platforms, fertilizers, metallurgy and power. The services provided by EIL include design, engineering, procurement, construction management, commissioning assistance and project management besides specialist services in the area of environmental engineering, heat and mass transfer equipment, information technology, material and maintenance services, risk analysis, energy conservation and advance control & optimization. The Company plans to digitize its employee claims process using AADHAR OTP based e-sign services.

**SCOPE FOR PROCUREMENT OF AADHAR OTP BASED E-SIGN SERVICES:** C-DAC's e-sign version 2.1 services of AADHAR OTP based authentication will be procured for non-commercial use in EIL as per below details;

### A. DURATION OF CONTRACT:

C-DAC's e-sign version 2.1 services of AADHAR OTP based authentication services are required for 2 years from the date of award of the contract.

### B. QUANTITY:

Approximate Quantity of C-DAC's e-sign version 2.1 services of AADHAR OTP based authentication is 1.0 lakhs Nos. for the entire contract duration.

### C. TECHNICAL REQUIREMENTS FOR E-SIGN:

S. No.	Required Functionalities/ Features
1	The vendor shall be a CCA Empaneled eSign version 2.1 Service Provider.
2	The vendor shall provide an online service for electronic signatures without using physical cryptographic Token
3	The solution shall ensure the privacy of the signer by requiring that only the hash of the document be submitted for signature function instead of the whole document
4	The eSign service shall be governed by e-authentication guidelines of CCA
5	The signature and signatory shall be easily be verifiable by anyone looking that the signed document online
6	The signature shall be managed by licensed CA and shall be legally recognized
7	All the services shall be exposed as APIs
8	The vendor shall provide assured integrity with complete audit trail. A detailed audit trail (including historic data) shall be made available anytime the organization (EIL) requests it.
9	The vendor shall adhere the architecture prescribed by CCA for eSign.

10	The vendor shall provide configurable authentication options in line with e-KYC service.
11	The vendor shall facilitate legally valid signatures. The process shall include signer consent, Digital Signature Certificate issuance request, Digital Signature creation and affixing as well as Digital Signature Certificate acceptance in accordance with provisions of Information Technology Act. Comprehensive digital audit trail, in-built to confirm the validity of transactions should also be preserved.
12	The Solution shall be compliant to support OTP based eKYC.

#### D. FUNCTIONAL REQUIREMENTS:

Sl. No	Requirements	Description
1	Help Desk Requirements	<ul style="list-style-type: none"> <li>a) Online support facility.</li> <li>b) Escalation process shall be in place for unresolved issues.</li> <li>c) Vendor support staff shall be well trained to effectively handle queries raised by the employees etc.</li> </ul>
2	Integration with In house Applications	<ul style="list-style-type: none"> <li>1. The vendor shall provide the necessary requirements for integration with in house application.</li> <li>2. The Vendor shall provide a detailed documentation of the API specification and the entire process involved. The Vendor shall provide timely support and elaborate the documentation as per the satisfaction by the organization (EIL)'s development teams and security teams.</li> </ul>
3	MIS Report Generation (submission to Organization (EIL) on demand)	Dashboard and functional reports pertaining to daily e-Signature status, Logs, failure status, time taken for problem resolution etc.
4	Transaction System Audit trail (submission to Organization (EIL) on demand)	Audit trail & Audit Logs.
5	Performance Requirements	The service shall be available 24x7 year round.
6	Scalability/ Platform Requirements	To be scalable as per organization (EIL) future requirement (within stipulated timeframe). At present the application to be integrated is developed in ASP.Net environment, however, the vendor shall able to integrate with other application which are other than ASP.Net.
7	Limited Trial/ Pilot Requirements	The selected vendor may be asked to do Pilot for the integration of proposed solution with the employee claim

		application. Customization of the solution, deployment and its integration with the Enterprise back end systems has to be done by the vendor at no additional cost.
8	Compliance with Information Security requirements	The e-Signature service provider shall be responsible for the Information System requirements w.r.t its own e-Signature system/ Application and data received from User applications.

**E. PAYMENT TERMS:**

Invoice shall be raised on quarterly basis as per successful number of e-signs logged at the ESP server in that quarter. Payment shall be made within 30 days of the receipt of invoice.

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