



ENGINEERS INDIA LIMITED

(BIDDING DOCUMENT NO. PM/8590-000-SE-TN-1911/5155)

BIDDING DOCUMENT

FOR

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT
(CAMC)**

FOR

**ELEVATORS INSTALLED AT EI BHAWAN,
SIRUSERI, CHENNAI**

Prepared & Issued by:

**इंजीनियर्स
इंडिया लिमिटेड**  **ENGINEERS
INDIA LIMITED**
(भारत सरकार का उपक्रम) (A Govt. of India Undertaking)

HAR KAAM DESH KE NAAM

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MASTER INDEX

NAME OF WORK : **Comprehensive Annual Maintenance Contract (CAMC)
for Elevators installed at El Bhawan, Siruseri, Chennai**

BIDDING DOCUMENT NO. : **PM/8590-000-SE-TN-1911/5155**

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இஞ்சினியர்ஸ் இந்தியா லிமிடெட்
Regional Office, El Bhawan, 1st Main Road, Plot F-9 SIPCOT IT Park, Siruseri, Chennai - 603 103

LETTER INVITING BID (LIB)

PM/8589-000-SE-TN-1911/5155-LIB

Date: 19.05.2026

M/s .Omega Elevators

**SUBJECT : Comprehensive Annual Maintenance Contract (CAMC) for
Elevators installed at El Bhawan, Siruseri, Chennai
(Bidding Document: PM/8590-000-SE-TN-1911/5155)**

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 and its Regional Office at El Bhawan, Plot No.F9, SIPCOT IT Park, Siruseri, Chennai-603 103.

EIL invites bid through **e-bid** under single stage under Composite Bid (Techno-commercial and Price Part) for the subject work " in complete accordance with documents attached herewith.

2.0 BRIEF SCOPE OF WORK/SERVICE

The brief Scope of Work/service under this tender consists of Comprehensive Annual Maintenance Contract (CAMC) for Elevators installed at El Bhawan, Siruseri, Chennai and any other related work as assigned from time to time.

The complete scope of work in detail has been described in Technical Section of the Bidding Document.

3.0 CAMC CONTRACT PERIOD

The CAMC Contract Period shall be 2 (**Two**) **Years** from the date of intimation as per scope of work.

4.0 SALIENT FEATURES OF BIDDING DOCUMENT

i)	Bidding Document on website	:	From 19.05.2026 to 26.05.2026
ii)	Earnest Money Deposit (EMD)	:	Not Applicable
iii)	Pre – Bid Meeting	:	Not applicable

iv)	Last Date and time of submission of Bids	:	1200 Hrs. (IST) on 26.05.2026 (Through Government of India's e-Procurement /e-Tendering System: http://eprocure.gov.in/eprocure/app)
v)	Opening of Techno-Commercial (Unpriced) Bid	:	1400 Hrs. (IST) on 27.05.2026 In presence of authorized representatives of participating Bidders.
vi)	Mode	:	Through Government of India's e-Procurement/e-Tendering System : http://eprocure.gov.in/eprocure/app

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.

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.

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

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

6.0 **BID SECURITY/ EARNEST MONEY DEPOSIT (EMD) NOT APPLICABLE**

7.0 **Financial Criteria**

7.1 Not applicable

8.0 **Authentication of Documents:**

8.1 All documents furnished by the ~~including the documents against MSE, if any,~~ shall be signed and stamped by the bid signatory.

8.2 Submission of authentic documents is the prime responsibility of the bidder. Wherever EIL has concern or apprehension regarding the authenticity/ correctness of any document, EIL reserves a right of getting the document cross verified from the document issuing authority.

9 **General**

9.1 Bidder should not be on Holiday / Negative list of EIL.

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

9.3 Submission of authentic documents is the prime responsibility of the Bidder. Wherever EIL has concern or apprehension regarding the authenticity/ correctness of any document, EIL reserves a right of getting the document cross verified from the document issuing authority.

9.4 EIL reserve the right to assess bidder's capability and capacity to execute the work using in-house information and by taking into account other aspects such as concurrent commitments and past performance etc.

- 9.5 The complete Bidding Document is available on Govt. of India e-procurement/e-tender website: <http://eprocure.gov.in/eprocure/app>. Bidders are required to submit their bid through Government of India's e-Procurement/ e-tendering system <http://eprocure.gov.in/eprocure/app> only.
- 10 All amendments/Corrigendum/Addenda, 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.
- 11 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.
- 12 Time and date of opening of Price Bids shall be notified to the acceptable Bidders at a later date.
- 13 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.
- 14 ~~Purchase Preference to Central Public Sector Undertakings shall be allowed as per existing Government Policy.~~
- 15 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.
- 16 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their bid.
- 17 ~~In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order. Such bidder's EMD will be encashed & also debarred from bidding in future for OWNER/EIL.~~
- 18 For detailed specifications, terms and conditions and other details, refer Bidding Document.
- 19 Clarification, if any, can be obtained from General Manager (SCM) through Telephone – 044-27469400/9401 Extn. 1207, E-mail – p.murugesan@eil.co.in .
- 20 Please acknowledge receipt of e-mail from CPP portal within 03 days and confirm that you will submit your bid on or before the due date. In case you decide not to participate in this bidding system, please submit your regret online at the earliest along with reasons of non-participation in the bidding process. In case there is no response, names of such bidders may be removed from the bidders list.

GENERAL MANAGER (SCM)
ENGINEERS INDIA LIMITED, RO-CHENNAI

SELF-CERTIFICATION

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

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

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

DECLARATION

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

Specimen Signature of authorized
representative

Signature

Name & Designation (CEO or CFO or Company Secretary)

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

From:

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

DGM (SCM)
Engineers India Limited,
EI Bhawan, Plot No.F9, Sipcot IT Park
Siruseri,
Chennai – 603 103, INDIA

SUBJECT : Comprehensive Annual Maintenance Contract (CAMC) for Elevators installed at
EI Bhawan, Siruseri, Chennai (Bidding Document No.: PM/8590-000-SE-TN-
1911/5155)

ATTN: Mr. P.Murugesan, GM (SCM)

Dear Sir,

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

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

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

Thanking you,

Very Truly Yours,

(Signature of Authorised person)

Full Name :

Designation:

Company Seal :

PROFORMA FOR ACKNOWLEDGEMENT LETTER

E-MAIL # : p.murugesan@eil.co.in

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

DGM (SCM)

Engineers India Limited,

El Bhawan, Plot No.F9

Sipcot IT Park, Siruseri,

Chennai- 603 103, INDIA

Kind Attention : **Mr. P.MURUGESAN**
Bidding Document No. : **PM/8590-000-SE-TN-1911/5155**
Name of Work : **Comprehensive Annual Maintenance Contract (CAMC) for Elevators installed at El Bhawan, Siruseri, Chennai**
Due Date :

Dear Sirs,

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

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

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

Thanking you,

Very truly yours,

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

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

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

To

Date :

**DGM (SCM)
Engineers India Limited,
El Bhawan, Plot No.F9
Sipcot IT Park, Siruseri,
Chennai- 603 103, INDIA**

Kind Attention : Mr. P.MURUGESAN

Bidding Document No. : PM/8590-000-SE-TN-1911/5155

**Name of Work : Comprehensive Annual Maintenance Contract (CAMC)
for Elevators installed at El Bhawan, Siruseri, Chennai**

Dear Sir,

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

1. Name & Designation _____ Signature _____

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

Yours faithfully,
Signature

Name & Designation

For and on behalf of

NOTES:

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

INSTRUCTION TO BIDDERS

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a) GENERAL**1.0 Introduction**

- 1.1 Engineers India Ltd. (EIL), Government of India Public Sector Undertaking, is a premier consultancy organisation in South Asia. The regd. Office is located at 1, Bhikaiji Cama Place, R.K. Puram, New Delhi-110066 and its Regional Office at El Bhawan, Plot No.F9, Sipcot IT park, Siruseri, Chennai-603 103.
- 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 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 submission 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 ACKNOWLEDGEMENT & CONFIRMATION

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

5.0 SITE VISIT

- 5.1 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.

5.2 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.

5.3 Contact Person for Site Visit, if any shall be:

Mr. K.DAS, AGM (A&E)
Engineers India Limited, RO, Siruseri, Chennai
Contact Details: 044-27469400/9401 (Extn. 2206)

Site Location : El Bhawan, Plot No.F9, Sipcot IT Park, Siruseri, Chennai-603 103

B BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENT

6.0 BIDDING DOCUMENT

6.1 The Bidding Document can be downloaded from the designated website(s) given in LIB.

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

- i) Invitation for Bids (IFB) / Letter Inviting Bid (LIB).
- ii) Instructions to Bidders and its attachments & proposal forms
- iii) Special Conditions of Contract
- iv) General Conditions of Contract
- v) Schedule of Rates (SOR) / Schedule of Prices (SOP).
- vi) Scope of Work / Technical Specifications / Standards, Drawings, if any

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

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

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

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

7.0 CLARIFICATION OF BIDDING DOCUMENT

7.1 The enquiry is issued on "**Zero Deviation Bidding**" basis wherein no post bid correspondence of any nature shall be entertained.

7.2 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.

- 7.3 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.
- 7.4 Extension in bid due date shall not generally be granted.

8.0 AMENDMENT OF BIDDING DOCUMENT

- 8.1 EIL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Addendum during the bidding period or subsequent to receiving the bids. Any Addendum thus issued shall become part of Bidding Document and Bidder shall submit a copy of the Addendum duly signed and stamped in token of his acceptance.
- 8.2 In case Addendum is issued during the bidding period, Bidder shall consider its impact in his bid. In case Addendum is issued subsequent to receipt of bids, Bidder shall follow the instructions issued along with Addendum with regard to submission of impact on quoted price / revised price, if any.

9.0 CONFIDENTIALITY OF BIDDING DOCUMENT

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

C PREPARATION OF BID

10.0 LANGUAGE OF BID

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

11.0 COMPLIANCE TO BID REQUIREMENT

11.1 ZERO DEVIATION:

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

- 11.1.2 Accordingly, Bidder must submit format for "Compliance to Bid requirement" as per **Form-D** duly filled in along with Unpriced part of Bid.

12.0 DOCUMENTS COMPRISING BID

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>

The e-Bid (Composite Bid) should be prepared by the Bidder and shall be submitted on the aforesaid website as per the following details

- a) Covering letter in bidder's letter head
- b) Master Index and copies of all technical and commercial amendments/addendums issued (if any), duly signed as a token of having received and read all parts of the bidding document and having accepted and considered the same in preparing and submitting the Bid.
- c) Bid Compliance Statement duly signed (Form-D).
- d) Check List (Form-E)
- e) Commercial Questionnaire duly signed (Form-F)
- f) Declaration by the Bidder (Form-H)
- g) Information about bidder (Form-J).
- h) Copy of Company Registration with any Statutory Authority.
- i) Copy of **Partnership deed** for partnership firm (or) Memorandum of Understanding (**MOU**) and Article of Association (**AOA**) including Certificate of Incorporation for change in name, if any, for limited/private limited company.
- j) Power of Attorney in favour of authorized signatory of the e-bid:

For proprietorship CONTRACTOR, it should be clearly specified in Bidder's letterhead that it is a proprietary firm and the bidder is the sole Owner. For partnership firm, power of attorney by all the partners in the name of the partner who will sign the Bidding Document in non-judicial stamp paper of appropriate value.
- k) Copy of PAN Card.
- l) Copy of GST registration indicating Registration no.
- m) Copy of PF and ESI registration (Form-I1 & I2).
- n) Bidders Bank Account Particulars along with bidders cancelled cheque leaf of their Bank Account (Form-K)
- o) Scanned copy of Schedule of Rates duly prices filled in Form-SP01 & Form-SP02, duly signed and company seal affixed.

Deviations to terms and conditions, presumptions, overwriting, etc. shall not be stipulated in Price Part of bid.

13.0 **BID PRICES**

- 13.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the total works as described in Bidding Document, based on the Schedule of Rates submitted by the Bidder and accepted by the Owner.
- 13.2 Rates/ Amounts must be filled in the 'Schedule of Rates' as per Schedule of Rates enclosed in the Bidding Document. In case separate file is submitted 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.
- 13.3 Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the complete item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, GCC, SCC or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 13.4 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, and cost of all consumable materials and cost of equipment and maintenance of premises, Service Charges, cost of Uniform etc. as mentioned in the Bidding document
- 13.5 "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). **GST shall be quoted separately in the designated column provided in the Schedule of Rates (FORM SP-2)**"
- 13.6 It is for the bidder to assess and ascertain the rates of applicable GST for the tendered work. It is clearly understood that EIL/Owner will not have any additional liability towards payment of applicable GST as a result of Bidder's wrong assessment / interpretation of applicable GST.
- 13.7 Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract, unless otherwise mentioned elsewhere in the Bidding Document, and will not be subject to variation on any account except as otherwise specifically provided in the Contract documents.
- 13.8 Alternative bids shall not be considered.

14.0 **CURRENCIES OF BID & PAYMENT**

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

15.0 **BID VALIDITY**

- 15.1 Bid submitted by Bidder shall remain valid for a minimum period of **03 (Three) months** from the date of opening of Bid Security and Techno-Commercial (Part-

I) Bids. Bidders shall not be entitled during the bid validity period, without the consent in writing of the Owner, to revoke or cancel their Bid or to vary the Bid given or any term thereof. In case of Bidders revoking or cancelling their Bid or varying any terms in regard thereof without the consent of Owner in writing, Owner shall forfeit EMD paid by them along with their bids. Such Bidder may also be put on Holiday list/Negative list.

- 15.2 EIL may solicit the bidders consent to an extension of the period of validity of bid. The request and the responses there to shall be made in writing. If the Bidder agrees to the extension request, the validity of Bank Guarantee towards EMD shall also be suitably extended. However, bidders agreeing to the request for extension of validity of bid will not be permitted to modify the bid.

16.0 BID SECURITY / EARNEST MONEY DEPOSIT (EMD) - NOT APPLICABLE

17.0 FORMAT AND SIGNING OF BID

- 17.1 The bidder shall submit their bid as per the provisions given in this bidding document.
- 17.2 The bid shall be 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.

18.0 CHECK LIST FOR SUBMISSION OF BID

- 18.1 To assist Bidder in ensuring the completeness of bid, a checklist for submission of various documents/details in un-priced commercial part of bid has been enclosed.
- 18.2 Bidder is required to fill the checklist and submit along with the bid for ready reference.

D BID SUBMISSION

19.0 DEADLINE FOR SUBMISSION OF BID

- 19.1 The bid complete in all respect must be submitted to the above mentioned address within due date and time for bid submission as specified in LIB/ IFB.

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

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

21.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 21.1 The bidder may modify, re-submit or withdraw its bid after the bid submission, but, before the due date of submission as per provision of Bidding Document. No bid can be modified after the deadline for submission of bid.
- 21.2 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 (if any) in line with the provision of the bidding document.

E BID OPENING AND EVALUATION**22.0 EVALUATION OF BIDS**

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

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

22.3 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.

22.4 Bidders shall however note that no revision in quoted Rates shall be allowed.

22.5 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)'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.

22.6 COMPLETE SCOPE OF WORK

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

23.0 DELETED**24.0 ARITHMETIC CORRECTIONS**

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

24.1 When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct and amount reworked.

24.2 When there is difference between the rate in figures and words, the rate that corresponds to the amount worked out by the Bidder, shall be taken as correct.

24.3 When it is not possible to ascertain the correct rate in the manner prescribed above, the rate quoted in words shall be adopted and amount reworked.

- 24.4 In case of Lumpsum prices, if there is a discrepancy between amount quoted in words and figures, amount quoted in words shall be considered for evaluation.
- 24.5 In case the rate is quoted only in figures and the amount does not correspond to the quoted rate. The amount shall be reworked from the quoted rates.
- 24.6 The sum total of the total prices of each item shall be the total quoted price.

25.0 EVALUATION OF PRICE BIDS

- 25.1 The prices quoted by the Bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the SOR formats. If some discrepancies are found between the rate/ amount, the total amount shall be corrected as per the provisions of Clause at Sl. No. 29.0 above.

25.2 GST shall not be considered for evaluation.

- 25.3 Work shall be awarded to the Bidder whose total price after Arithmetic Corrections, if any, is the lowest.

26.0 CONTACTING THE OWNER

- 26.1 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.

27.0 AWARD OF CONTRACT

27.1 OWNER'S RIGHT TO ACCEPT OR REJECT ANY BID

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

28.0 NOTIFICATION OF AWARD

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

29.0 CONTRACT AGREEMENT

- 29.1 The Detailed Letter of Acceptance along with Bidding Document shall be considered as Contract Agreement/Contract Document for all contractual purpose of the subject work/Bidding Document.
- 29.2 The Detailed Letter of Acceptance shall consist of the following:
- i) Bidding Document along with its enclosures issued.
 - ii) Amendment/ Corrigendum to original Bidding Document issued, if any.
 - iii) Detailed letter of Award/Acceptance along with enclosures attached therewith.

30.0 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.

E-TENDERING METHODOLOGY

Instructions for Online Bid Submission:

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

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

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

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

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

RETENDER

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

ASSISTANCE TO BIDDERS

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

Tender Clause on Procurement from a Bidder from a Country Sharing Land Border with India

1. Department of Expenditure (Ministry of Finance) of Government of India through OM no. 6/18/2019-PPD dated 23.07.2020 & 24.07.2020 (Public procurement no. 1, 2 & 3) has issued the guidelines regarding procurement from bidders from a country or countries sharing Border with India. These guidelines are available on the website of DoE (<https://doe.gov.in/>).
2. 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 the DoE OM dated 23.07.2020 (Public procurement no. 1).

However, above shall not be applicable to the bidders 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.

3. "Bidder" (including the term 'tenderer', 'consultant' 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 herein before, including any agency branch or office controlled by such person, participating in a procurement process.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this Order means: -
 - i) An entity incorporated, established or registered in such a country; or
 - ii) A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv) An entity whose beneficial owner is situated in such a country; or
 - v) An Indian (or other) agent of such an entity; or
 - vi) A natural person who is a citizen of such a country; or
 - vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

5. **The beneficial owner** for the purpose of (4) above will be as under:
 - i) 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, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint 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;
 - ii) 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;
 - iii) 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;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) 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.
6. **An Agent** is a person employed to do any act for another, or to represent another in dealings with third person.
7. Bidders shall submit a certificate of compliance in the enclosed form-A.
- This certificate shall be on the company's letter head and shall be duly signed & stamped by the authorized signatory of the bidder.
- In case at any stage, if it is found the above certification given by the bidder is false, their bid shall be rejected and shall be liable for other actions like placement on suspension/ banning or encashment of EMD (if applicable). However, if this is found after order placement, this would be a ground for immediate termination and further legal actions in accordance with law/ provision of bidding document including suspension/ banning and encashment of PBG.
8. In addition to above, such bidders (falling under the clause 1 to 6 above) shall also be required to submit evidence of registration with competent authority. In case of non-submission of required evidence of registration or in valid registration, bid shall be rejected.

9. In respect of tenders, registration shall be valid at the time of submission of bids and at the time of acceptance of bids/ order/ LOA placement. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

10. Provision for 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 per clause 4 above. In such tenders, bidder shall be required to submit a certificate in the enclosed Form-B.

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 enclosed in the subject tender; I hereby certify that this bidder _____ (name of the bidder) is:

- i) Not from such a country and is eligible to be considered. : Yes / No (*)
- ii) - If from such country, has been registered with the Competent Authority : Yes / No (*)
- If from such country, valid registration certificate from the competent authority have been submitted in the bid. : Yes / No (*)

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

(*) Tick Yes or No, whichever is applicable

Place :

Signature (#):

Date :

Name :

Designation :

Seal :

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

PROPOSAL 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 : _____

CHECK LIST FOR SUBMISSION OF BID

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

Please tick (✓) the box and ensure compliance:

(A) UNDER SECTION -I

(A.1) Bid Forwarding Letter

Submitted

☐

(A-2) ~~EMD/ BID BOND~~ / **BID SECURITY DECLARATION**

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

Submitted

☐

(1) BY BANK GUARANTEE

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

(2) BY DEMAND DRAFT

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

(3) Registration Certificate for MSE (if applicable)

Submitted

☐

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

Yes, Documentary evidence submitted ☐

No

☐

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

Submitted

☐**(B) UNDER SECTION -2**

(B.1) Financial Details as per Annexure-1 (a) or Annexure 1 (b) (as applicable)

Submitted

☐

- (B.2) Audited Financial year Statements including audit report, Balance Sheet, profit and loss account and all other schedules submitted for the immediate preceding three financial years.

YES ☐

NO ☐

- (B.3) Declaration regarding PF & ESI as per FORM-I.

Submitted

☐

- (B.4) Bidder's General information as per Form-J

Submitted

☐

- (B.5) Bank Account Particulars as per Form-K

Submitted

☐

- (B.6) GST rate have been indicated in Schedule of Rates

Submitted

☐

C) UNDER SECTION - 3

- (C.1) Compliance to Bid Requirement as per FORM-D.

Submitted

☐

- (C.2) Reply to commercial questionnaire as per FORM-F with Bidder's reply/ confirmation for each Sl. No.

Submitted

☐

- ~~(C.3) Reply to Technical questionnaire (if enclosed in bidding document) with Bidder's Reply/ Confirmation for each Sl. No.~~

~~Submitted~~

☐

- (C.4) Declaration by Bidder as per FORM-H.

Submitted

☐

- (C.5) Unpriced copy of Price Part i.e. Schedule of Rates with the prices replaced by word "Quoted".

Submitted

☐

(D) UNDER SECTION – 4

(D.1) Technical Details/ Documents specified in Bidding Document.

Submitted

☐

Not Applicable

☐

(E) CONFIRM THE FOLLOWING

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

YES

☐

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

COMMERCIAL QUESTIONNAIRE

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

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
1.0	Confirm that your Bid is valid for 03 (Three) months from the date of opening of Unpriced Part of Bid.	Confirmed
2.0	Confirm that Bid Security Declaration as per bid stipulations have been furnished along with bid.	Confirmed
3.0	Confirm that Integrity Pact as per bid stipulations have been furnished along with bid.	NOT APPLICABLE
4.0	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	Confirmed
5.0	Confirm that the following documents are Submitted with Part-I:	
a)	All documents as per CHECK LIST.	Confirmed
b)	Master Index as issued is Submitted, duly signed, in unpriced part.	Confirmed
c)	Compliance letter for Addendum / Amendments as a token of acceptance (Applicable, if issued).	Confirmed
6.0	Confirm your compliance to critical stipulations of Bidding Document as mentioned in ITB/IFB	Confirmed
7.0	Schedule of Rates/Price	
a)	Confirm that the Price Part of Bid as per Schedule of Rates format enclosed with Bidding Document has been duly filled in for each item and submitted.	Confirmed
b)	Confirm that the quoted price is for complete scope of work, supply of all material, labour, consumables etc. as applicable as per the Scope of Work.	Confirmed
8.0	Confirm that you have studied complete Bidding Document and your Bid is in accordance with the requirements of the Bidding Document.	Confirmed
9.0	Confirm your acceptance for 'Scope of Supply' mentioned in the Bidding Document and confirm that all materials shall be supplied as per Standards and Specification.	Confirmed
10.0	Confirm your acceptance for Time Schedule as mentioned in Bidding Document.	Confirmed

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

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
20.0	Confirm that Bidder is not under Liquidation, court receivership or similar proceedings.	Confirmed
21.0	Confirm that the Bidder has not been banned OR delisted by any Government or Quasi Government agencies or Public Sector Units.	Confirmed
22.0	Confirm that the all the authenticated documents submitted for meeting Financial criteria are certified as per the authentication requirement defined in the Bidding Document.	Confirmed
23.0	Bidder to confirm that they are Micro or Small Enterprises (as the case may be), as on the bid due date, as per the guidelines for re-classification of micro, small and medium enterprises notified by Ministry of MSME vide Gazette Notification no. 2119(E) dated 26.06.2020."	Yes, we confirm that we are a (micro / small / medium) enterprise or Not applicable (Strike through whichever is not applicable)
24.0	i) Kindly confirm that your prices offered to EIL are not higher than the price agreed with any other Government organization/PSUs in India for similar services in recent past	Confirmed
	ii) Kindly also furnish copies of the Purchase Orders placed on you from other Organizations including PSUs in support of your response at Sl. No.22 (i) above	Furnished

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

BIDDER'S QUERIES (ONLY IF REQUIRED)

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

NOTE :

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

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

DECLARATION BY THE BIDDER

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

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

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

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

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

DETAILS OF P.F. & ESI REGISTRATION

Bidder to furnish details of Provident Fund & ESI Registration :

PF REGISTRATION NO. :

DISTRICT & STATE :

ESI REGISTRATION NO. :

DISTRICT & STATE :

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

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

UNDERTAKING

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

STAMP AND SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

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

BIDDER'S GENERAL INFORMATION

To
Engineers India Limited
El Bhawan, Sipcot IT Park,
Siruseri, Chennai – 603 103
INDIA

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
if different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

1-5 Telephone Number: _____

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

Contact Person : _____

Mobile Number _____

1-6 E-mail address: _____

1-7 Website: _____

1-8 Fax Number: _____

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

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

1-10 Banker's Name : _____

1-11 Branch : _____

1-12 Branch Code : _____

1-13 Bank account number : _____

1-14 Goods and Services Tax Registration No. _____

1-15 PAN No. : _____

1-16 Whether SSI Registered Or not : _____

(SIGNATURE OF BIDDER WITH SEAL)

BANK ACCOUNT PARTICULARS

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

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

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

Place:

Date:

Official seal of the company

BANK CERTIFICATION

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

Bank's Stamp

Place:

Date:

bank

Signature of the authorised official of the

GENERAL CONDITIONS OF CONTRACT



Preface

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



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1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 CONTRACT

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

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

3 CONFIDENTIALITY AND CONFIDENTIAL INFORMATION

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

4 COMPLIANCE WITH APPLICABLE LAWS

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

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

5 BACKGROUND INFORMATION

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

6 ACCESS TO AND POSSESSION OF THE SITE

- 6.1 Access to and Possession of the Site

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

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

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

7 GENERAL OBLIGATIONS OF CONTRACTOR

7.1 General Obligations

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

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

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

7.2 Contract Performance Bank Guarantee / Security Deposit

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

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

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

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

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

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

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

7.3 **Site Data**

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

7.4 **Sufficiency of Contract Price**

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

7.5 **Contractor's Equipment**

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

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

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

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

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

7.6 **Setting Out**

The Contractor shall be responsible for:

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

7.7 **Safety of Works**

The Contractor shall, throughout the execution of the Works:

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

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

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

7.8 Contractor's Operations on Site and Clearance of Site

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

7.9 Quality Management System

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

7.10 Land, Power, Water and Other Facilities

7.10.1 No water and electricity shall be provided to the Contractor by EIL. The Contractor shall make his own arrangement for procurement, consumption, maintenance etc. and deposit all charges fee etc. in connection with such arrangement, to the municipal Authorities. However, if, piped water and power is supplied by the EIL at its discretion, the Contractor shall pay for the same at the unit rates decided by EIL.

7.10.2 EIL shall provide space for Contractor's office, as required. However, no land shall be provided for accommodation purposes to the Contractor, or the purposes of any Contractor's personnel.

7.10.3 The Contractor shall remove all temporary buildings/ facilities etc. immediately after Completion of Works in all respects.

7.11 Quality Control

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

7.11.2 EIL shall be entitled at all times, at the risk of the Contractor, to inspect and/or test by

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

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

7.12 Free Issue Materials

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

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

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

7.13 EIL may do part of the Works

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

7.14 As-Built Drawing and Documents

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

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

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

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

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

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

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

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

8 CONTRACTOR'S PERSONNEL

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

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

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

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

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

9.1 Time for Completion

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

9.2 Price Reduction due to delay in completion

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

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

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

Certificate.

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

10 EXTENSION OF TIME

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

11 COMPLETION

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

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

12 DEFECT LIABILITY PERIOD

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

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

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

13 FINAL COMPLETION CERTIFICATE

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

14 CONTRACT PRICE

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

15 TAXES AND DUTIES

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

16 PAYMENT TO THE CONTRACTOR

16.1 Final Payments

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

must include in that claim:

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

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

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

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

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

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

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

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

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

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

16.2 Mode of Payment

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

17 QUANTITY OF WORKS

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

18 SUSPENSION

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

(c) testing and commissioning of the Works.

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

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

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

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

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

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

19 FORCE MAJEURE

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

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

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

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

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

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

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

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

20 REPRESENTATIONS AND WARRANTIES

20.1 General Representations and Warranties

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

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

20.2 Warranties related to Works

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

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

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

21 INDEMNITY

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

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

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

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

22 LIMITATION OF LIABILITY

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

23 TERMINATION

23.1 Termination for Convenience

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

23.2 Termination Due to Contractor's Default

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

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

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

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

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

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

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

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

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

23.6 Payment on Termination

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

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

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

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

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

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

24 GOVERNING LAW AND JURISDICTION

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

connection with the Contract.

25 CLAIMS AND DISPUTE RESOLUTION

25.1 Claims

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

25.2 Dispute Resolution

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

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

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

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

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

intimated by the arbitrator.

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

26 MISCELLANEOUS

26.1 Assignment

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

26.2 Severability

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

26.3 Entire Agreement

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

26.4 Abnormally High Rates (AHR items)

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

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

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

26.5 Corrupt and Fraudulent Practices

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

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

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

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

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

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

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

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

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

26.6 Liability of Government of India

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

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

26.7 Survival

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

26.8 Amendment

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

FORM OF CONTRACT PERFORMANCE BANK GUARANTEE

[ON APPROPRIATE STAMP PAPER]

Beneficiary: Engineers India Limited

Bank Guarantee No. [.....•]

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

IN FAVOUR OF:

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

WHEREAS

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

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meaning ascribed to them in the Contract.
2. The Guarantor hereby irrevocably and unconditionally guarantees and secures (as primary obligor and not merely as guarantor) to EIL the payment in full of all amounts at any time that may be due, owing or payable to EIL from the Contractor for the failure of the Contractor to duly and punctually perform all of its obligations under the Contract (the "Guarantee"), without any demur, reservation, protest or recourse, immediately on receipt of a demand from EIL.

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

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

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

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and

by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that EIL receives the full amount due hereunder as if no such withholding had occurred.

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

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

5. In order to give effect to this Guarantee, EIL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Guarantor from any of the Guaranteed Amount or prejudice or diminish the Guaranteed Amount in whole or in part, including (whether or not known to it, or EIL):
 - (a) any time or waiver granted to, or composition with, the Contractor or any other Person;
 - (b) any incapacity or lack of powers, EIL or legal personality of or dissolutions, or insolvency, or bankruptcy, or change in the status of the Contractor or any other Person;
 - (c) any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of any Person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity;
 - (e) the partial or entire release of any Guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Contractor's obligations during the Construction Period; or by any extension, waiver, or amendment whatsoever which may release a guarantor or Guarantor (other than performance or indefeasible payment of a Guaranteed Amount); or
 - (f) any part performance of the Contract by the Contractor or by any failure by EIL to timely pay or perform any of its obligations under the Contract.
6. If, and to the extent that, for any reason the Contractor enters or threatens to enter into any proceedings in bankruptcy or reorganization or otherwise, or if, for any other reason whatsoever, the performance or payment by the Contractor of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to EIL on demand.
7. So long as any sum remains owing by the Contractor to EIL, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Contractor (whether in respect of its liability under this Guarantee or otherwise)

or claim in the insolvency or liquidation of the Contractor or any such other Person in competition with EIL. If the Guarantor receives any payment or benefit in breach of this Clause 7, it shall hold the same upon trust for EIL.

8. This Guarantee shall remain in full force and effect from the date hereof until the end of the Contract Validity Period i.e., up to midnight of {..... *insert date*} plus additional 90 days to enable claims to be made i.e., up to midnight of {..... *insert date*}, unless discharged/ released earlier by EIL in accordance with the provisions of the Contract. No claim made after such date shall be valid against the Guarantor.

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

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

14. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and EIL shall constitute a single binding agreement.
15. Any notice, request or other communication to be given or made under this Guarantee shall be in writing addressed to the Guarantor at the location set opposite its signature hereto and in the manner as set out in respect of notices under the Contract.
16. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this Guarantee may be brought in the courts in Delhi.
17. EIL may assign or transfer all or any part of its interest herein to any other person with prior notification to the Guarantor. The Guarantor may not assign or transfer any of its rights or obligations under this Guarantee.
18. "Notwithstanding anything contained herein:
 - (i) The Bank's liability under this guarantee/undertaking shall not exceed (Amount in figures & words);
 - (ii) This guarantee/undertaking shall remain in force upto_____ and any extension(s) thereof; and
 - (iii) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before _____ or the date of expiry of any extension(s) thereof if this guarantee/ undertaking has been extended."

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

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

Name:

Designation:

APPENDIX II:
INDEMNITY BOND

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

To

Engineers India Limited
(Address as applicable)

Dear Sirs,

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

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

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

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

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

AND the Indemnifier hereby agrees with the Indemnified that:

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

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

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

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

Yours faithfully,

1.

2.

3.



WITNESSES:

1.

Name:

Address:

2.

Name:

Address:

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

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

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

BG No. : _____

Date of Issue : _____

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

Date of Claim : _____

Bank Name : _____

Dear Sirs,

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

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

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

2. We _____ (Name of Bank)

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

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

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

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

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

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

Name:
Designation:
Bank Name:

In presence of witness:

1. Signature _____
Name & Designation:

2. Signature _____
Name & Designation:

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

APPENDIX IV:
PROFORMA OF CONTRACT AGREEMENT

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

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

WHEREAS:

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

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

legally bound, hereby agree as follows:

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

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

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

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

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

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

SIGNED AND DELIVERED FOR
AND ON BEHALF OF
*CONTRACTOR

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

DATE : _____

DATE : _____

PLACE : _____

PLACE : _____

In the presence of :

1. Name: _____

1. Name: _____

2. Address: _____

2. Address: _____

(Witness)

(Witness)

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

SPECIAL CONDITIONS OF CONTRACT

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1.0 **GENERAL**

- 1.1 Owner shall mean Engineers India Limited, having its registered office at 1, Bhikaiji Cama Place, R.K. Puram, Ring Road, New Delhi-110 066 and its Regional Office at El Bhawan, Plot No.F9, Sipcot IT Park, Siruseri, Chennai-603 103. The term EIL includes the successors & assigns of Engineers India Limited.
- 1.2 Contractor means the person, firm or corporation to whom the contract is awarded. The term Contractor includes its successors and assigns. EIL is the Owner & OFFICE-IN-CHARGE for the project.
- 1.3 These Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract, scope of work and any other documents forming part of this Contract wherever the context so requires.
- 1.4 Where any portion of the GCC is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of GCC only to the extent that such repugnancy of variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of GCC.
- 1.5 In the absence of any Specifications covering any material, design or work(s) the same shall be performed/supplied/executed in accordance with standard Engineering Practice as per the instructions/directions of the Engineer-in-Charge, which will be binding on the CONTRACTOR.
- 1.6 It will be the Contractor's responsibility to bring to the notice of ENGINEER-IN-CHARGE/OFFICER-IN-CHARGE any irreconcilable conflict in the contract documents, before starting the work (s) or making the supply with reference, which the conflict exists.

2.0 **SCOPE OF WORK AND SUPPLY**

- 2.1 The scope of work and supply in general includes scope of work specified in Technical Documents enclosed and Schedule of Rates/ Prices (SOR/SOP) enclosed in the Bidding Document. Further, it includes any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Engineer-in-Charge. Scope of work shall be read in conjunction with item description of Schedule of Rates/ Prices (SOR/SOP) and Contractor's scope shall include all activities of work specified in the item description of Schedule of Rates/Prices.
Rates shall include all cost for the performance of the item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the work which could be reasonably implied/ informed from the content of Bidding Document, the cost for carrying out such activity of work shall be deemed to be included in the item rate.

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

Clause No.7.10 of General Conditions of Contract is replaced to the following extent :-

"Water shall be provided free of cost to the Contractor and Electricity/Power shall be provided free of cost to the Contractor".

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

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

5.0 **TAXES, DUTIES AND LEVIES**

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

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

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

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

EIL/Client to contractor/vendor except for GST. Any statutory variation for GST shall be payable up to contractual date of completion against documentary evidence. In case, input tax credit of GST is available to EIL/Client beyond Contractual completion date, the same may be reimbursed by EIL/client. Any reduction in taxes and duties included in the price shall be passed on to EIL/Client.

- 5.13 Any new taxes, duties, cess, levies notified or imposed after the submission of last /final price bid but before the contractual date of completion of work shall be to EIL/Client Account.
- 5.,14 The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 5.15 EIL/client will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where EIL/client is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document

6.0 **INCOME TAX & CORPORATE TAX**

6.1 Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.

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

7.0 **VAT ON WORKS CONTRACT / WORKS CONTRACT TAX**

7.1 Deleted

8.0 **FIRM PRICE**

8.1 The contracted prices shall remain firm and fixed and valid until completion of the Contract, unless otherwise mentioned elsewhere in the Bidding Document, and will not be subject to variation on any account except as otherwise specifically provided in the Contract documents.

9.0 **MOBILISATION ADVANCE**

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

10.0 **STATUTORY APPROVALS**

10.1 Obtaining statutory approvals, required as defined in Contractor's scope under Scope of Work/Technical Scope of Work, shall be the responsibility of the Contractor. Contractor shall arrange the inspection of the works by the authorities and necessary co-ordination and liaison work in this respect. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction / commissioning of the work is not delayed for want of the approval / inspection by concerned authorities.

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

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

10.4 All statutory approvals other than specified under 10.1 above shall be obtained by Owner and provided to the Contractor.

11.0 INSPECTION

11.1 The work/ services is subject to inspection at all times by the Officer-in-Charge. The contractor shall carry out all instructions given during inspection and shall ensure that the work/services is being carried out according to the technical specifications/ scope of work of this bidding document. Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

11.2 After completion the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work attributable to Contractor, the Contractor at his own cost shall attend these, as and when the owner brings them to his notice. The Owner shall have the right to have these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately.

12.0 SITE CLEANING

In addition to the provisions of relevant clause of General Conditions of Contract (GCC) and associated provisions thereof, the Contractor shall also comply with the following :

The site shall be handed over to the Contractor in neat and tidy condition and the Contractor shall be required to finally hand over the site after necessary cleaning as per EIL working conditions.

13.0 TERMS OF PAYMENT

Payment Terms shall be as per Technical section / Scope of Work document enclosed in the Bidding Document.

Payment shall be released either through Electronic Clearing System (ECS) / Electronic Fund Transfer (EFT) / Real Gross Time Settlement (RGTS) or through Internet. The attached mandate form shall be duly filled in and submitted in advance to facilitate payment.

14.0 ROUNDING OFF

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

15.0 QUALITY ASSURANCE/ QUALITY CONTROL

Works shall be executed by the Contractor, in the manner set out in the Contract. Where the manner of the execution is not set out in the Contract, the Works shall be executed in a proper, workman like and careful manner, with properly equipped facilities and nonhazardous materials, and in accordance with recognized and internationally accepted industrial standards and Good Industry Practice. The successful execution of the Works is the sole responsibility of the Contractor

16.0 HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

16.1 The CONTRACTOR shall establish document and maintain an effective Health, Safety and Environment (HSE) management system as per HSE guidelines.

17.0 GENERAL ENVIRONMENT REQUIREMENT

The Contractor has to ensure efficient use of natural resources like water, fuel oil and lubricants. The Contractor should ensure proper awareness to workers to maintain a green and clean environment inside/ outside the site. The Contractor must collect and dispose of all the waste and scrap materials at the designated place only, as directed by EIL.

The Contractor shall be responsible to arrange for the fuel requirement of his workers and staff without resorting to cutting of trees and shrubs. Cutting of trees and shrubs is strictly prohibited for this purpose.

18.0 **PROTECTION OF EXISTING FACILITIES**

Contractor shall obtain full details of all existing and planned underground services from EIL and shall follow these closely at all times during the performance of work. Contractor shall be responsible for location and protection of all underground lines, structures, power cables, OFC cables etc. at his own cost.

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

Contractor shall take all precautions to ensure that no damage is caused to the existing pipelines, cables etc. during services.

19.0 **COORDINATION WITH OTHER AGENCIES**

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

20.0 **INSURANCE**

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

20.2 All other insurance required under Indian Law and Regulations including workmen compensation, employer's liability insurance, Third Party Liability etc. if these are not covered in "CAR" policy shall be taken by Contractor. The Contractor shall keep all the Insurance Policies as mentioned above valid till the Completion of work

21.0 **FREE ISSUE MATERIALS**

General Conditions of Contract (GCC) is modified to the extent that no free issue material will be supplied by Owner against the subject works.

22.0 **PERMISSIONS**

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

23.0 **DELETED**

24.0 **SUB-CONTRACTING:**

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

25.0 **NON WAIVER:**

25.1 Failure of EIL to insist upon strict performance of any of the terms & conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or failure to properly notify Contractor in the event of breach or the acceptance of or payment for any services hereunder or approval of interim reports, shall not release Contractor of any of the

warranties or obligations of this order and shall not be deemed a waiver of any right of EIL to insist upon strict performance hereof or of any of its rights or remedies as to any such services regardless when received or accepted, nor shall any purported oral modification or rescission of this Order by EIL operate as a waiver of the terms hereof.

26.0 **PROMOTION OF MSE**

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

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

27.1 Clause no. 7.2 (a) of GCC stands replaced with the following:

a) "The Contractor shall within 15 days of award (i.e. issue of LOA), deposit with the EIL an interest free Security Deposit (SD) for an amount equivalent to 5% of the estimated Contract Value in the form of Bank draft/ Pay Order/ Bank Guarantee (BG). If the Security Deposit is submitted in the form of Bank Guarantee, the bank guarantee towards security deposit shall be from a Scheduled Bank and kept valid up to Contract Period plus three months for claim period. It shall be submitted as per the format included in the Bidding document."

b) Clause no. 7.2 (b) of GCC shall stand deleted.

c) The following clause shall be added after Clause no.7.2 j) of GCC:

k) In addition to above, alternatively Contractor shall accept for cash retention in lieu of CPBG / Security deposit for an amount equivalent to 5% of contract value that shall be withheld from RA bills, if any / Final bills towards CPBG / Security deposit and the same shall be refunded after one month upon the expiry of the Contract Period.

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

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

27.4 Clause no. 11, 13 & 26.4 are not applicable and stand deleted.

27.5 Clause no. 12 – Defect Liability Period shall stand modified to the following extent : CAMC /Contract Completion period shall be considered as Defect Liability Period for the subject work.

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

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

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

27.8 Clause no. 9.2.1 of GCC "Price Reduction due to delay in completion" stands replaced by the Penalties / Liquidated Damages mentioned in the Scope of Services under Technical Section in the Bidding Document.

27.9 Clause no. 17.2 & 17.3 of GCC shall not be applicable and stands deleted.

27.10 Clause No. 17 and Clause No. 7.15 of GCC stands modified to the following extent:

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

- a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as specified in the CONTRACT.
- b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR.
- c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause (a) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of instruction to carry out the WORK, inform the ENGINEER-INCHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 15% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.
- d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 15% (Fifteen percent) to cover all contingencies, overhead, profits to arrive at the rates.
- e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:-

Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed plus (+) 50% or is not less than minus (-) 25% of the VALUE OF CONTRACT, the item rates in the Schedule of Rates shall hold good for all such variations between the above mentioned limits, irrespective of any increase/decrease of quantities in the individual items of Schedule of Rates. Where the value of addition of new items together with the value of alterations, additions/deletions or substitutions reduces more than 25% of the contract value but is within the following limits the tenderer shall be paid compensation for decrease in the value of work, as follows

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

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

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

- a) Any material breach in contractual obligations shall be dealt on mutual discussion basis, so as to correct breach. In case of failure to correct the breach, EIL/ Owner shall initiate Termination action as per the contract.
- b) In case of non-submission of CPBG within the period stipulated, required CPBG amount along with interest for the delayed period shall be recovered from the first RA bill / first Milestone payment, onwards, on proportionate basis, till full recovery. However, in case, if the contractor submits CPBG before the first RA bill, then interest shall be recovered from the first RA bill, for the delayed period beyond the period stipulated for CPBG. Interest Rate shall be SBI base rate prevailing on the date of issue of enquiry plus 1 percent.
- c) In case of non-submission of CPBG within one month beyond the period stipulated for it, coupled with non-mobilization / non-performance within the period stipulated for the same, the Termination action along with other contractual penal provisions shall be initiated, as per the contract provisions.
- d) Further, in case of submission of CBPG within scheduled period, but Contractor being at default in terms of Contract, a) above shall be applicable.
- e) In case of occurrence of any of the above specified events, contractor shall be understood to have defaulted and the EIL/ Owner shall have the right to terminate the contract, at its sole and absolute discretion by issuing a Show Cause notice of 15 calendar days to the Contractor, stating the reason and the intention of EIL/ Owner to terminate the Contract and to take other penal actions in terms of the contract including extant policy for Suspension/ Banning of EIL/ Owner.
- f) The Contractor may also request for a personal hearing.
- g) EIL/ Owner based on the contractor's response to the Show Cause Notice and the personal hearing, shall decide the action regarding Termination and/ or Suspension / Banning or otherwise.
- h) The decision taken as above shall apply to both Termination as well as Suspension / Banning.

27.13 Format enclosed as Appendix IV to GCC "Format for Contract Agreement" in General Conditions of Contract stands replaced by the "Proforma for Contract Agreement" enclosed in

the Bidding Document.

27.14 Format enclosed as Appendix I to GCC "Form of Contract Performance Bank Guarantee" in General Conditions of Contract stands replaced by the Form of Contract Performance Bank Guarantee enclosed in the Bidding Document.

27.15 Clause 25.2 of GCC stands replaced with the following:

25.2.1 ALTERNATIVE DISPUTE RESOLUTION - CONCILIATION & ARBITRATION

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

25.2.1.2 In the event that any Dispute is not resolved between the Parties pursuant to Clause 27.5.1.1 within 21 (twenty-one) days of receipt of the notice under Clause 27.5.1.1, then such Dispute shall be referred to Conciliation as per clause 27.5.1.3 below.

25.2.1.3 Dispute Resolution through Conciliation by Outside Expert Committee

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

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

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

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

25.2.1.8 In the event that any Dispute between the Parties is not resolved pursuant to Clause 27.5.1.3, then such Dispute shall be referred to Arbitration as per clause 27.5.1.9 below.

25.2.1.9 Dispute Resolution through Arbitration

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

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

25.2.1.12 While any Dispute under this Contract/ Order is pending; and except where this Contract/ Order has been terminated in accordance with the terms of this Contract/ Order, the Parties shall continue to perform all of their respective obligations under this Contract/ Order without prejudice to the final determination in accordance with the provisions under this clause 27.5.1.

25.2.1.13 Where, in EIL's absolute discretion, it is beneficial for the completion of the Facility for any Dispute between EIL and the Contractor/ Seller, in respect of which an arbitration notice has been given, to be resolved in the same arbitration proceedings as a dispute between EIL and any other party or parties engaged in relation to the completion of the Facility (the "Related Dispute") then:

- a) if a notice to concur in the appointment of an arbitrator has been served in the Related Dispute, the Contractor/ Seller hereby agrees that, at EIL's sole option, the Dispute between EIL and the Contractor/ Seller shall be referred to the arbitrator appointed or to be appointed in respect of the Related Dispute and be determined at the same time as such Related Dispute;
- b) Where an arbitrator has already been appointed in connection with the Related Dispute, the Contractor/ Seller hereby agrees that, at EIL's sole option, the Dispute between EIL and the Contractor/ Seller shall be referred to and be determined by the arbitrator so appointed contemporaneously with the Related Dispute.

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

25.2.2.1 If the Contractor/ seller is a CPSU or CPSE or is a Govt. Department, any disputes or differences between the Contractor/ seller and EIL hereto arising out of any notified claim of the Contractor/ Seller in terms hereof and/or arising out of any amount claimed by EIL (whether or not the amount claimed by EIL or any part thereof shall have been deducted from the final bill of the Contractor or any amount paid by EIL to the Contractor in respect of the work), then in suppression of the provisions of clause no. 27.5.1 above, the following provisions shall apply, namely; such disputes or differences shall be resolved amicably by mutual consultation or Conciliation or through the good offices or empowered agencies of the Government.

25.2.2.2 In the event that any Dispute does not resolved between the Parties is not resolved amicably by mutual consultation, then such Dispute shall be referred to Conciliation as per clause 27.5.1.3 above.

25.2.2.3 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.

25.2.2.4 Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, the Contractor/ seller shall continue and be bound to continue and perform the Works to completion in all respects according to the Contract (unless the Contract or Works be determined by EIL) and the Contractor/ seller shall remain liable and bound in all respects under the Contract.

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

following only for the purpose of reporting.

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

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

- 28.1 Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of EIL. The Cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/ proof to EIL in this respect and Contractor shall suitably consider the same in their bid.

Details of these schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in the subsequent years

PROFORMA OF AGREEMENT

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

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

AND

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

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

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

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

In witness whereof the parties have executed this Agreement on

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

Signed and Delivered
For and on behalf of

Name:
Designation:
Date:
Place:

Name:
Designation:
Date:
Place:

In the presence of witness :

Name:

Designation:

Date:

Name:

Designation:

Date:

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

FORM OF CONTRACT PERFORMANCE GUARANTEE

[ON APPROPRIATE STAMP PAPER]

Beneficiary: Engineers India Limited

Bank Guarantee No. [.....]

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

IN FAVOUR OF:

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

WHEREAS

- I. EIL has entered into a Contract vide Purchase Order/ Letter of Acceptance/ Fax of Acceptance no.....dated (the "Contract") with[insert name of Contractor] (the "Contractor") having its registered office at (the "Contractor", which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns), for the project.
- II. In terms of the Contract, the Contractor is required to furnish to EIL, an unconditional, irrevocable, on demand bank guarantee for an amount..... [insert amount in figures & words] (the "Guaranteed Amount") which is equal to.....% of the Contract Price, as security for due and punctual performance/ discharge of the Contractor's obligations under the Contract.
- III. At the request of Contractor, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance/ discharge by the Contractor of its obligations under the Contract during the Contract Validity Period.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby irrevocably and unconditionally guarantees and secures (as primary obligor and not merely as guarantor) to EIL (as beneficiary) the payment in full of all amounts at any time that may be due, owing or payable to EIL from the Contractor for the failure of the Contractor to duly and punctually perform all of its obligations under the Contract (the "Guarantee"), without any demur, reservation, protest or recourse, immediately on receipt of a demand from EIL.

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

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

2. The Guarantor shall, pay to EIL sums not exceeding the Guaranteed Amount, within 5 (five) Business Days of receipt of a written demand from EIL stating that the Contractor has failed to meet its performance obligations under the Contract. The Guarantor shall not be required to go into the veracity of any breach or failure on the part of the Contractor or status /stage of the contract or validity of demand so made by EIL and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Contractor or any other Person. The Guarantor's obligations hereunder shall

Diwan *[Signature]* *[Signature]* *[Signature]* *Sanyas*

subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

3. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, reorganization, dissolution or liquidation of the Contractor or any sanctions on the Contractor or any change in ownership of the Contractor, or the pendency of any suit or other legal proceedings including arbitration or conciliation pending before any court, tribunal or arbitrator or conciliator(s) relating thereto or any purported assignment by the Contractor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety.

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

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

- (a) any time or waiver granted to, the Contractor or any other Person;
- (b) any incapacity or lack of powers, of the Contractor or any other Person;
- (c) any variation of the Contract
- (d) any unenforceability or illegality or invalidity of any obligation of any Person under the Contract or of the Guarantor under this Guarantee or of any Person under any other document or guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability or illegality or invalidity;
- (e) the partial or entire release of any Guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Contractor's obligations during the Contract Period; or by any extension, waiver, or amendment whatsoever which may release the Guarantor or
- (f) any part performance of the Contract by the Contractor or by any failure by EIL to timely pay or perform any of its obligations under the Contract.

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

by the Guarantor to EIL on demand.

6. The Guarantor further represents and warrants to EIL that:
- (a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorize the execution, delivery and performance by it of this Guarantee;
 - (b) No actions / omissions of The Guarantor shall effect the legality, validity, binding effect or enforceability of this Guarantee.
 - (c) the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms

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

The bottom of the page features several handwritten signatures and initials. From left to right, there is a signature that appears to be 'P', followed by a signature that looks like 'Santosh', then a signature that is partially legible as 'Santosh', followed by a signature that looks like 'Santosh', and finally a signature that looks like 'Santosh'.

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

8. Any notice, request, demand or claim or other communication to be given or made under this Guarantee shall be in writing addressed to the Guarantor and may be transmitted to the Guarantor either by post or by email address as set opposite its signature hereunder.
9. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this Guarantee may be brought in the courts in Delhi.
10. Neither party shall assign or transfer any or all parts of its interest herein to any other person without express written consent of the other party.
11. "Notwithstanding anything contained herein:
 - a) Our liability under this guarantee shall not exceed..... (Amount in figures & words) and
 - b) This bank guarantee shall be valid upto.....(expiry date) and
 - c) We are liable to pay the guaranteed amount only and only if we receive a written claim or demand on or before (not less than 2 months from expiry date).

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

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

Name:

Designation;

Address:

Email:

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SCHEDULE OF RATES

Comprehensive Annual Maintenance Contract (CAMC) for Elevators Installed at EI Bhawan, Chennai Bidding Document No.:- PM/8590-000-SE-TN-1911/5155

TENDER : CAMC for Elevators Installed at El Bhawan, Chennai					0	04.05.2026	ISSUED FOR TENDER	RM	PS
					REV	DATE	PREPARED	CHECKED	APPROVED
	ENGINEERS INDIA LIMITED	Bidder's Stamp			Project : CAMC for Elevators Installed at El Bhawan, Chennai	No.8590-000-90-57-SOR-1911			
			Date	Bidder's Signature		Schedule of Rate	Rev.		
								Div: Estate	Dept. H

Note:

- 1 All items shall include supply of all material, tools, tackles, labour, safety measures, scaffolding (installation and removal) etc. and shall be executed all complete as per drawing/ specification/ and direction of Engineers-In- Charge and shall be applicable for all heights and locations
- 2 All material shall be of first quality and shall conform to Specifications/ Item description/ Indian or other Standards (wherever applicable) and shall be subjected to approval by Engineer-In-Charge
- 3 Contractor shall hand over the complete work after cleaning/ finishing all items of work and disposal of all construction debris etc.
- 4 Bidders are advised to visit the site and assess the quantum of work and other general site conditions before bidding
- 5 Contractor shall abide by the statutory guidelines, rules and safety instructions
- 6 Contractor shall ensure deployment of skilled personnel as per the requirement

FORM SP-1

S. No.	Item No.	Description of Items	Unit	Quantity	Unit Rate	Amount
1	1	Comprehensive Annual Maintenance Contract (CAMC) for following 4 lifts (3 passenger lifts + 1 service/freight lifts, installed at EI Bhawan, Plot No.F-9, SIPCOT IT Park, Siruseri, Chennai) which include all maintenance, routine, preventative, break down maintenance for 2 years including repair, replacement of all spares / worn out items with minimum down time warranty & guarantee of repaired/replaced items including labour charges, material charges, transportation, incidental charges, if any and any other charges to carry out all the maintenance work as per Scope of Work of Bidding Document. For complete technical details of lift, please refer Scope of Work No.8590-000-90-57-SOW-1911 and technical details of lifts.				
2	1.01	1st Year (12 Months) Comprehensive Annual Maintenance Contract Charges	4	Nos		
3	1.02	2nd Year (12 Months) Comprehensive Annual Maintenance Contract Charges	4	Nos		
					Total	

FORM SP-2

STATEMENT FOR DETAILS OF GOODS AND SERVICES TAX								
NAME OF WORK: Comprehensive Annual Maintenance Contract (CAMC) For Elevators/Lifts Installed at El Bhawan,								
Bidding Document No.-: PM/8590-000-SE-TN-1911/5155								
Bidder's Name : M/s.Omega Elevators								
Sl. No.	Tax				Rate of GST (%)			
1	GST							
Notes:								
1	In case of more than one rate of GST, bidder to suitable added rows in the above format							
2	GST shall not be included by the Bidder in their quoted price for the Scope of Work as per SOR and the same shall be paid / reimbursed by Owner/EIL to							
3	GST shall not be considered for evaluation							

**SCOPE OF WORK
FOR
COMPREHENSIVE ANNUAL MAINTENANCE (CAMC)
FOR ELEVATORS
INSTALLED AT EI BHAWAN, CHENNAI**

0	04.5.2026	Issued for bidding	Kam 04.5.26		
Rev. No	Date	Purpose	Prepared by	Reviewed by	Approved by

Engineers India Limited (EIL) is a Government of India Undertaking under the administrative control of Ministry of Petroleum and Natural Gas having its registered office at Engineers India Bhawan, No.1 Bhikaji Cama Place, R. K. Puram, New Delhi - 110 066 and having its Regional Office at Engineers India Bhawan, Plot No. F-9, SIPCOT, IT Park, Siruseri, Chennai - 603 103.

EIL, Regional Office has its Office Complex at EI Bhawan, SIPCOT IT Park, Siruseri, Chennai and EIL proposes to have Comprehensive Annual Maintenance Contract (CAMC) for 3 Nos. of Passenger Lifts and 1 No. of Service / Freight Lift (Total 4 Nos. of Lift) installed which is under operation in EIL ROC - Office at EI Bhawan, SIPCOT IT Park, Siruseri Chennai - 603 103.

INTRODUCTION

Comprehensive Annual Maintenance Contract (CAMC) of Elevators / Lifts (3 Nos. of Passenger Lifts and 1 No. of Service / Freight Lift) comprises supply of spare parts for smooth operation of elevator / lifts, maintenance of the elevator system in a first class and safe manner and the technical representative shall visit the site on monthly basis for routine inspection, quality inspection and attending break-down calls, etc., Maintenance service offered under this contract shall be in accordance with the industrial standard service instructions for Lifts and standard practice of Original Equipment/engine Manufacturer (OEM).

CAMC of elevators/lifts comprises those operations, which are well-planned systematic program of maintaining the machinery by taking appropriate steps to prevent breakdown well in advance before it causes major damage. This prevents wastage of time, takes care of safety issues, production loss and prolongs the life of machines. It can be classified as (a) preventive maintenance, which constitutes works and precautions to be taken to prevent breakdown and (b) corrective maintenance, which involves carrying out repairs after breakdown. Preventive maintenance is more economical than corrective maintenance and provides uninterrupted service, which is essential to achieve the basic objectives of treatment, viz. taking care of safety norms as per HSE Policy and any other safety norms as per statutory body while operation of elevators.

1.0 COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT PERIOD

The CAMC contract shall be for a period of **24 (Twenty Four) Months**. The effective date shall be mentioned in the Letter of Intent (LOI)/Detailed Letter of Acceptance (DLOA).

2.0 SCOPE OF WORK

The subject contract is Fully Comprehensive Annual Maintenance Contract (CAMC) and the Contractor's scope of work covers as detailed below :-

Comprehensive Annual Maintenance / monitoring and testing of the 4 Nos. of Elevators (3 nos. passenger & 1 No. of freight) and its entire system installed at "EI Bhawan, Plot No. F-9, SIPCOT IT Park, Siruseri, Chennai - 603 103, which include routine, preventive and breakdown maintenance. The contractor shall maintain the elevator system in a first class manner and safe manner during the contract period.

Comprehensive Annual Maintenance Contract (CAMC) of all the 4 Nos. of Elevators installed at EI Bhawan, Siruseri, Chennai shall be covering repair or replacement of all major & minor spare parts including relays, batteries, contact, printed circuit board, controllers, drives, motors, sensors, switches, single phase presenter & phase reversal, indicators, alarm, rope, brakes automatic rescue service including all the mechanical

components and cost of all such spare parts shall be borne by Contractor without any additional charges other than CAMC amount/contract amount.

All spares to be used in this contract/work shall be genuine spare parts and the same shall be used from the manufacturer or manufacturer's authorized dealer.

3.0 DETAILS OF MONTHLY PREVENTIVE MAINTENANCE SERVICES TO BE CARRIED OUT BY THE CONTRACTOR

- 3.1** The Contractor shall carry out routine maintenance / planned / preventive maintenance services between 5th and 10th day of every month i.e., **technical representative shall visit the site on monthly basis** (for regular examining, cleaning, lubricate and adjust the equipment and generally carry out routine / planned maintenance in a systematic and controlled manner using manufacturers developed techniques and expertise. The Contractor shall maintain log book for each Lifts – 4 Nos. (3 Nos. passenger + 1 No. Goods Lift) and record the nature of service rendered in each visit by the service representative and the same shall be duly got signed by the Officer-in-charge of EIL.
- 3.2** Examining the lift equipment regularly at periods in accordance with Govt. regulations existing as on date. Regular examination of lift maintenance of lifts (i.e. attending breakdown of lift within short notices, checking of clearances, necessary adjustment, lubrication etc.) including supply and replacement of damaged/failure/defective parts (Mechanical, Electrical, Instrumentation, software etc. with consumables).
- 3.3** Maintenance shall consist of monthly examinations and any necessary adjustment and lubrication of the equipment by Contractor's maintenance staff. The required supplies and spare parts shall be furnished by the contractor without any charges.
- 3.4** Cleaning and adjusting the various component part of the lift equipment within the limits of site adjustment and oiling and greasing those parts which require lubrication and responding as soon as reasonably possible to owners request to attend to any breakdown or faulty operation of the lift equipment. Attending breakdown of lifts shall be a part of maintenance work.
- 3.5** Any Operational failure shall be promptly attended to avoid any inconvenience to the EIL/Owner. However, preventive maintenance shall be carried out by the bidder.
- 3.6** Visual and functional check of the switching, control, monitoring and other safety equipment, and of the display and lighting equipment.
- 3.7** Vendor will use trained and appropriately skilled personnel which it directly employs and/or supervises. They will be qualified to keep the equipment properly adjusted and they will use all reasonable care to maintain the equipment in efficient, reliable and safe operation condition.
- 3.8** Contractor shall carry out monthly checking as per Industrial standard / OEM standard i.e. Equipment check/inspection & Safety Inspection covered under this CAMC shall consist of following activities but not limited to following:
- a) Wear & tear in ropes & sheaves
 - b) Gear machine & motor inspection
 - c) Brake operation inspection
 - d) Emergency break release switch operation

-
- e) UPS inspection
 - f) O.S.G. trip inspection
 - g) Over-travel safety & final cut inspection
 - h) Levelling & door interlock at all floors
 - i) Emergency Hooter & Push and talk operation on battery backup
 - j) Special features inspection
 - k) Guide Shoe / pumping inspection
 - l) Guide bracket's fastner inspection
 - m) All panel wiring connection checking
 - n) Interlock contact checking
 - o) Oil cup checking
 - p) Landing door gap & alignment checking
 - q) Travelling cable loop checking
 - r) Examine periodically all safety shoes/devices and governors of the equipment, if any and make all customary tests to ensure user safety. In addition, Contractor will conduct **load safety test** on the equipment, periodically as per industrial standard / OEM standard / statutory requirements.
 - s) Any other checking not covered above, however, which is essential to maintain the elevators / lifts according to its standards customary annual safety test and / or as frequently as agreed upon, having regard to the age, nature and condition of the elevator and contractor shall supply all necessary spare parts and lubricants without any additional charges.

3.9 Contractor to maintain Plant and machinery history card giving full details of equipment and frequency of checks, safety inspection, overhaul and any other services required during maintenance of elevators. Contractor shall submit for all their visits / inspections and quarterly status report.

3.10 Routine Service / Planned Maintenance

Contractor will in accordance with their terms hereof, regularly examine, lubricate and adjust the equipment and generally carry out routine service / planned maintenance in a systematic and controlled manner using OEM developed techniques and expertise. The frequency of examination will depend on the type of equipment and its location. Contractor shall carry out following monthly routine service;

- a) Machine room cleaning
- b) Cleaning of gear equipment and oil level checking
- c) Gear pedestal & motor oil filling
- d) Guide rails cleaning and lubricating
- e) Landing door cleaning and servicing
- f) Cabin cleaning and cabin top cleaning
- g) Lift pit equipment servicing i.e., cleaning and lubrication of lift equipment in pit including garbage in lift pit is to be cleaned by the contractor.

3.11 Repair or Replace Parts:

Contractor will repair or replace all major or minor parts, which are defective including replacement of light bulbs in the lift shaft, lift machine room and lift car and the cost of such spares shall be borne by the Contractor.

3.12 Priority

Contractor will give priority in its service, repair and manufacturing facilities to restoring the equipment to normal service.

3.13 Contractor shall provide the yearly safety certificate of all lifts.

3.14 Shut downs

- a) Routine shut downs shall be permitted only with prior permission
- b) Contractor shall be at liberty to carry out routine maintenance as and when required but with prior permission of the owner.

4.0 BREAKDOWN MAINTENANCE

In case of any fault/break-down, the Officer in Charge of EIL shall inform the contractor's coordinator and give information about the nature of fault, over phone / e- mail.

Breakdown maintenance includes fault finding, repair, replacement of defective parts and Functional checking. The response time for attending to breakdown calls is 4 hrs from the time of lodging of complaint and max. down time shall be 72 working hrs.

Once the fault/break-down has been rectified and the system is restored to normalcy the Engineer of the contractor shall record in the log book (shall be maintained by Contractor at site), the details of works done by them for restoration of faults and also record the details of steps to be taken and procedures to be followed for not only restoration of similar faults by EIL but also for preventing the occurrence of faults in future.

Contractor shall provide the contact details of Service Engineer of Contractor or Coordinator for servicing and if any change in the contact details of the Service Engineer from time to time, the same shall be informed to EIL.

5.0 TOOLS & TACKLES /INSTRUMENTS

Contractor shall arrange all necessary tools and tackles, instruments and equipments required for safe and hazard free maintenance / routine maintenance, preventive maintenance and breakdown maintenance covered under this contract and the cost of the same shall be borne by the Contractor. It is the responsibilities of the contractor to mobilize all the tools and tackles at any point of contract tenure without any extra cost.

6.0 OTHER TERMS AND CONDITIONS

6.1 Payment Terms :

Quarterly payment shall be made to the Contractor within 30 days from the date of submission of correctly prepared invoice after completion of works.

Bills shall be submitted in duplicate to Officer-in-Charge on completion of each quarter along with supporting document viz. proof for preventive / routine check-up carried out on monthly basis by contractor (i.e.) monthly visit of technical representative / monthly routine check-up of lifts. The payment shall be released electronically i.e., through RTGS (Real Time Gross Settlement) / NEFT (Electronic Fund Transfer) / Internet Mechanism in the account of the company as per bank mandate form, duly attested by the Banker. No cash payment shall be made under any circumstances.

Income tax & other statutory fee etc. shall be deducted from the bill as per Govt. guidelines.

- 6.2 Repairs:** Contractor shall repair or replace all parts which have become unusable through wear and/ or failure in order to ensure the safety in accordance with the legal regulations for the elevators.
- 6.3 Penalty:** In case breakdown calls not attended within 24 Hrs, EIL shall reserve the right to impose cash penalty of Rs. 1000/- per day starting from lodging of complaint on the contractor. EIL may deduct such amount from contractor bills or security deposit in case the contractor company is put to any financial loss of any nature whatsoever, directly or indirectly by any of the contractor's personnel in line with provision of tenderdocument.
- 6.4 Personal Protective Equipment's (Contractor's scope of supply):**
- Personal protective equipment's are required to be provided to workmen, depending on their nature of job, like rubber soled safety shoes, safety goggles, insulating gloves, life jackets, inflated tubes, ropes, hand gloves, face masks, safety belts, etc., Moreover, safety charts and safety posters are to be displayed in strategically located positions widely, to make the workmen are aware about the nature of job they are dealing and associated with the risk involved.
- 6.5 Basic Guidelines w.r.t. Manpower Deployment for carrying out maintenance services**
- 6.5.1** The Contractor shall deploy competent, skilled and trained personnel having minimum requirements as industrial standard / OEM standard to perform services under this contract/agreement. All personnel shall carry proper identity cards and shall be dressed in uniform with badges displaying their name and designations at all times while on duty. The staff shall maintain discipline and conform to office etiquette.
- 6.5.2** The contractor will be fully responsible for any consequences & claims under the law arising out of any accident caused by the workmen to the equipment / property/ personnel of EIL/ engineer- in-charge etc. Contractor shall also be responsible for any claim by third party i.e. due to loss of life / injury / property etc. as a result of accident caused by their workmen.
- 6.5.3** The Contractor will be responsible for the safety of their deputed staff during the performance of their duty at site.
- 6.5.4** All safety/security provisions laid down by company are to be followed strictly by the Contractor and its workers.
- 6.5.5** Be it private or public areas, security personnel of the EIL shall have the authority to frisk the staff of the Contractor while entering or leaving the premises of the EIL.
- 6.5.6** The Contractor shall ensure that its employee(s) / labour's refrain from smoking / consuming alcohol and other intoxicant substance or carrying any inflammable substances etc., inside the EIL premises. If anybody found to be consuming alcohol or any other intoxicating substance or carrying any inflammable substance, forthwith he/ she shall be expelled from the complex and shall be barred to enter again.
- 6.5.7** The Contractor shall also maintain good rapport / coordination with OEMs (if any) and shall arrange to carry out service / repair by OEMs whenever there is a requirement.

- 6.5.8 The contractor shall indemnify the company against all losses/damages and or liability arising or out of or during the course of his employing person or out of his relations with his own personnel during the contract period.
- 6.5.9 The contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep the company indemnified against all losses, damages and claims arising thereof.
- 6.5.10 The contractor shall be responsible for payment of expenses relating to medical treatment of their workers/personnel (deployed for carrying out the subject maintenance contract) who may suffer any body injury/loss of life during the course of their contractual obligations as a result of any accident within the company's premises as per the provisions of Employee's Compensation Act, 1923.
- 6.5.11 In view of the outbreak of COVID-19 epidemic, the successful bidder / contractor shall produce certificate from a Registered Medical Practitioner in respect of their workmen to be deployed in our site that they are medically fit and free from any symptoms of COVID-19. Any policy / rule / order related to COVID-19 or any other HSE matter, if any, promulgated by the state / central Govt. or by EIL shall be adhered to by the successful bidder / contractor.

6.5.12 Insurance:

The Contractor shall at his own cost and initiative take out and maintain at all times until the expiry / termination of the Contract, insurance policies in respect of workmen engaged by him for providing services under this Contract, in order to keep himself as well EIL fully indemnified from and against all claims whatsoever including but not limited to those arising out of the provisions contained in Workmen's Compensation Act, 1923.

Contractor shall at his own expenses carry and maintain insurance with reputable insurance companies as follows:

6.5.13 Employees State Insurance Act.

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with obligations imposed by the Employees State Insurance Act, 1948, as amended from time to time and the Contractor further agrees to defend, indemnify and hold EIL harmless from any liability or penalty which may be imposed by Central, State or local authority by reason of any asserted violation by Contractor or sub-Contractor of the Employees' State Insurance Act, 1948, and its amendments and also from all claims, suits or proceedings that may be brought by reason of the work provided by this contract whether brought by employees of the Contractor, the sub-Contractor or his employees by third parties or by Central or State Govt. authority or any administrative sub-division thereof, or other local authorities.

The Contractor agrees to fill in with Employees' State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the Contractor's or sub-Contractor's employees, who are employed in the work provided for or those covered by ESI from time to time under the Agreement. The Contractor shall deduct and secure the agreement of the sub-Contractor to deduct the employees' contribution as per the first Schedule of the Employee's State Insurance Act from wages and affix the Employee's Contribution card at wages payment intervals. The Contractor shall remit and secure the agreement of the sub-Contractor to remit to the State Bank of India, Employee's State Insurance Corpn. Accounts, the employer's contribution as required by the Act, the term employer being understood as the Contractor.

The Contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the sub-Contractor to maintain such records. Any expenses, incurred for making contributions or maintaining records whether by Contractor or his sub- Contractor shall be to the Contractor's account.

i) **Workman's Compensation & Employer's Liability Insurance**

Insurance shall be affected for all the Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Contractor shall require the sub-Contractor to provide Workman's Compensation and employer's responsibility insurance for the latter's employees if such employees are not covered under the Contractor's Insurance.

ii) **Any other Insurance required under Law or Regulations or by EIL.**

Contractor shall also carry and maintain any and all other insurance which he may be required under any law or regulations from time to time. He shall also carry and maintain any other insurance which may be required by EIL.

6.5.14 Safety Regulations:

- i) In respect of all staff, directly or indirectly employed in the work for the performance of Contractor's part of this agreement, the Contractor shall at his own expense arrange for all the safety provisions as per safety codes of CPWD, Indian Standards Institution, the Electricity Act, and such other Acts as applicable.
- ii) The Contractor shall observe and abide by all fire and safety regulations. The Contractor's staff shall abide by the existing security and safety rules/ regulations/ precautions as per instruction issued to them from time to time by EIL. The Contractor and its staff may also be required to pledge secrecy and non-divulgence of the nature of the work of EIL that may prejudice the interests of EIL. The Contractor undertakes to ensure due and complete compliance with all laws, regulation, rules etc. whether of the Central Government or the State Government or of any other competent authority applicable to the workmen employed or whose services are otherwise availed of by the Contractor whether in connection with the construction work at the site or otherwise..

7.0 Arbitration:

All disputes of difference whatsoever which shall at any time arise between the parties (other than the Central PSUs) hereto touching or concerning the works or the execution or maintenance thereof this contract or the rights touching or concerning the works or the execution or maintenance thereof this contract or the construction meaning operation or effect thereof or to rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination fore-closure or breach of the contract (other than those in respect of which the decision of any person is by Contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Appointing Authority herein after mentioned be referred for adjudication and shall be settled as per the Arbitration and Conciliation Act 1996 of the Govt. of India. In respect of disputes with the Central PSUs, they shall be settled as per the Guidelines of the Govt. of India.

8.0 Jurisdiction:

The Contract shall be governed by and construed according to the laws in force in India. The Contractor hereby submits to the jurisdiction of the Courts situated at Chennai for the purpose of actions and proceedings arising out of the contract and the Courts at Chennai only will have the jurisdiction to hear and decide such actions and proceedings.

9.0 Indemnity

The Contractor shall indemnify and hold harmless EIL, the Engineer-in-Charge, their advisors, representatives and employees from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any breach of the provisions of the Contract by the Contractor or any act or omissions of the Contractor, its representative or its employees, agents, and sub-contractors in the execution of the Works, including any professional services provided by the Contractor.

10.0 Promotion of MSE

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

11.0 Termination of Contract

11.1 Notwithstanding any conditions contained in this contract, the company shall have the right to terminate the contract by giving prior one month notice without any reasons.

11.2 In the event that the Contract is terminated:

- i) The Contractor shall furnish EIL with a detailed handing over plan and schedule at least one (1) months prior to the effective date of the termination. The handing over plan and the detailed schedule shall be subject to EIL approval.
- ii) The Contractor shall be responsible to conduct a detailed handover of the complete system to the next Contractor during last one (1) month of the contract. The handover shall be conducted concurrently with the ongoing normal support required of the Contractor without affecting the maintenance of a service level.
- iii) Proper documents will be exchanged between both the parties (EIL and the Contractor) at the beginning of the contract and during handing over of the job on expiry of the contract and/or on termination. These documents will clearly indicate the details of the state of equipment's, the inventory and asset details; the knowledge base and the data transferred etc. when placed under the services of the Contractor and at the time of handing over. The documents will be duly signed by the authorized representatives of EIL and the Contractor.

12. Whenever there is a duplication of clause either in the terms and conditions or in the agreement the clause which is beneficial to the EIL will be considered applicable at time of any dispute.

Details (Specification and drawings) of 3 Nos. of Passenger Lifts and 1 no. of Service/Freight Lift installed, which is in operation at EI Bhawan, Siruseri, Chennai is as per enclosed Annexure-I to this document.

Note : Bidder is requested to visit the site where Lifts installed at EIL, EI Bhawan, Plot No.F-9, SIPCOT IT Park, Siruseri, Chennai-603103 before submission of their offer so as to understand the complete details of plans and scope of work.

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SCHEDULE OF RATES

Comprehensive Annual Maintenance Contract (CAMC) for Elevators Installed at El Bhawan, Chennai

Handwritten signature and date: 05/05/2026

TENDER : CAMC for Elevators Installed at El Bhawan, Chennai		04.05.2026	ISSUED FOR TENDER PREPARED	KDAS BY	RM CHECKED	PS APPROVED
ENGINEERS INDIA LIMITED			Project : CAMC for Elevators Installed at El Bhawan, Chennai		No.8590-000-90-57-SOR- 1911	
Bidder's Stamp		Date	Bidder's Signature	Schedule of Rate		Rev.
				Div. Estate		Dept. HR
						0

- Note:
- All items shall include supply of all material, tools, tackles, labour, safety measures, scaffolding (installation and removal) etc. and shall be executed all complete as per drawing/ specification/ and direction of Engineers-In- Charge and shall be applicable for all heights and locations
 - All material shall be of first quality and shall conform to Specifications/ Item description/ Indian or other Standards (wherever applicable) and shall be subjected to approval by Engineer-In-Charge
 - Contractor shall hand over the complete work after cleaning/ finishing all items of work and disposal of all construction debris etc.
 - Bidders are advised to visit the site and assess the quantum of work and other general site conditions before bidding
 - Contractor shall abide by the statutory guidelines, rules and safety instructions
- Contractor shall ensure deployment of skilled personnel as per the requirement

S. No.	Item No.	Description of Items	Unit	Quantity	Unit Rate	Amount
	1	Comprehensive Annual Maintenance Contract (CAMC) for following 4 lifts (3 passenger lifts + 1 service/freight lifts, installed at El Bhawan, Plot No.F-9, SIPCOT IT Park, Siruseri, Chennai) which include all maintenance, routine, preventative, break down maintenance for 2 years including repair, replacement of all spares / worn out items with minimum down time warranty & guarantee of repaired/replaced items including labour charges, material charges, transportation, incidental charges, if any and any other charges to carry out all the maintenance work as per Scope of Work of Bidding Document. For complete technical details of lift, please refer Scope of Work No.8590-000-90-57-SOW-1911 and technical details of lifts.				
	1.01	1st Year (12 Months) Comprehensive Annual Maintenance Contract Charges	4	Nos		
	1.02	2nd Year (12 Months) Comprehensive Annual Maintenance Contract Charges	4	Nos		
		Sub Total				