



# ENGINEERS INDIA LIMITED


(A Govt. of India Undertaking)

(BIDDING DOCUMENT NO.: BM/8552-000-RK-TN-017/7511)

**BIDDING DOCUMENT  
FOR**

**MAINTENANCE CONTRACT FOR GENERAL CLEANING &  
HOUSEKEEPING SERVICES AT EIL OFFICE 4<sup>TH</sup> & 5<sup>TH</sup> FLOOR  
A.G.TOWERS, PARK STREET, KOLKATA**

**Prepared & Issued by**

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

Regd. Office : Engineers India Bhawan, 1, Bhikaiji Cama Place, New Delhi - 110066  
Regional Office: Engineers India Ltd, AG Towers, 5<sup>th</sup> Floor, 125/1 Park Street, Kolkata – 700017

## MASTER INDEX

**NAME OF WORK** : MAINTENANCE CONTRACT FOR GENERAL CLEANING & HOUSEKEEPING SERVICES AT EIL OFFICE 4<sup>TH</sup> & 5<sup>TH</sup> FLOOR A.G.TOWERS, PARK STREET, KOLKATA.

**BIDDING DOCUMENT NO.** : BM/8552-000-RK-TN-017/7511

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**LETTER INVITING BID**

No. 8552/7511/LIB

Dated: 29.08.2014

To,

\_\_\_\_\_

**SUBJECT : MAINTENANCE CONTRACT FOR GENERAL CLEANING & HOUSEKEEPING SERVICES AT EIL OFFICE 4<sup>TH</sup> & 5<sup>TH</sup> FLOOR A.G.TOWERS, PARK STREET, KOLKATA.**  
**BIDDING DOCUMENT NO.: BM/8552-000-RK-TN-017/7511**

**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 .Regional Office (RO) is located at A.G.Towers, (5<sup>th</sup> Floor), 125/1, Park Street, Kolkata- 700 017. EIL is the Owner for this job.

EIL invites e-bids under single stage two bid system (Part-I: Techno-commercial Part & Part-II: Price Part) for the work "Maintenance Contract for General Cleaning & Housekeeping Services at EIL Office 4<sup>th</sup> & 5<sup>th</sup> floor A.G.Towers, Park Street, Kolkata" in complete accordance with documents attached herewith.

**2.0 SCOPE OF WORK**

The scope of work shall be as per the Scope Documents (Doc. No. 8552/8518-Admn-001, Rev.2) enclosed.

**3.0 CONTRACT PERIOD**

The contract period for the subject work shall be for 02 (Two) years from the date of issue of Fax/Letter of Acceptance (FOA/LOA). This may be extended for another 01 (One) year on same rates, terms & conditions at the sole discretion of EIL, provided the performance of Agency is found to be satisfactory.

**4.0 SALIENT FEATURES OF BIDDING DOCUMENT**

- i) Earnest Money Deposit (EMD) : **Rs. 53,000/-** (Rupees Fifty Three Thousand only).
- ii) Last Date and time of submission of Bids : 1200 Hrs. (IST) on **18.09.2014**

**Through Government of India's e-Procurement/e-Tendering System:**

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

- iv) Opening of Techno-Commercial (Unpriced) Bid : 1400 Hrs. (IST) on **18.09.2014**  
(Bidder to note that no extension in the due date will be entertained)
- v) Mode : Through Government of India's e-Procurement/e-Tendering System:  
<http://eprocure.gov.in/eprocure/app>
- vi) Pre Bid Meeting : On **05.09.2014 at 1000 Hrs. (IST)**. Bidders shall attend the Pre-Bid Meeting at EIL, Kolkata for any queries/clarifications pertaining to the Bidding Document as well as for familiarization with e-tendering system.

If any of the days mentioned at (iv) & (vi) above happens to be EIL holiday, the next working day shall be implied.

5.0 Online Bids are requested for the captioned item in complete accordance with enquiry documents /attachments.

Bidders can download the complete enquiry document from the web address <http://tenders.eil.co.in> or <http://eprocure.gov.in/eprocure/app>.

E-Bids are required to be submitted only through Central Public Procurement Portal (CPPP) of Government of India, on or before the bid submission date and time. Bidders are required to register themselves at <http://eprocure.gov.in/eprocure/app>. No registration fee would be charged from the bidders.

Bidders are required to upload the bid along with all supporting documents & priced part on the e-tendering website (<http://eprocure.gov.in/eprocure/app>) only.

Bidders to refer attached Annexure-XV to ITB for E-Tendering methodology. Various links such as "Help for Contractor", "Information about DSC", "FAQ", "Feedback", "Bidders Manual Kit" etc. are available on home page of <http://eprocure.gov.in/eprocure/app> facilitating vendors to participate in the bidding process. Bidder are advised to download & utilize the available information/documents under these links for activities like Registration in CPPP, obtaining User ID & Password, uploading & submission of e-bids etc. Bidders are advised in their own interest to carefully go through Instructions for E-tendering and other related document available against various help links so as to ensure that bids are uploaded in E-tendering website well before the closing date and time of bid submission.

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

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

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

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

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

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

In the event of failure in bidder's connectivity with EIL/CPMP website during the last few hours on account of problem on bidders account, they are likely to miss the deadline for bid submission. Due date extension request due to this reason will not be entertained. In view of the same, bidders are advised to upload their bid in advance.

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.

- 5.1 Bid submitted by Bidder shall remain valid for a minimum period of 03 (Three) months from the due date of opening of Techno-Commercial Bids.
- 5.2 Bids must be accompanied with the Bid Security / Earnest Money Deposit (EMD) as mentioned above. EMD shall be submitted in the form of crossed Demand Draft/Pay Order in favour of "Engineers India Ltd." payable at Kolkata or Bank Guarantee (BG). BG shall be valid up to two months beyond the validity of the bids and shall be submitted from any Indian Scheduled bank or from any Indian Branch of an International Bank in the format included in Bidding Document. Bids without the requisite EMD and not in the form as mentioned above shall be rejected. However, Indian Central Public Sector Undertakings / Enterprises shall also be exempted from submitting EMD subject to submission of required declaration in this regard.
- 5.3 In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises for corresponding items/services of tender are exempted from submitting EMD subject to submission of valid certificate of MSE.
- 5.4 Bidders are required to submit EMD in original by the due date and time of bid submission, in sealed

envelope. However, bidders are required to upload the scanned copy of EMD on E- Tendering website along with the e-bid. If the Bidder is unable to submit EMD in original within due date & time for Bid submission, he may submit the original EMD within 7 calendar days from the date of unpriced bid opening, provided copy of the same have been uploaded on E-Tendering Website. 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.

In case the bidder fails to submit the same in original within 7 calendar days, his bid is liable for rejection, irrespective of their status/ ranking in tender and notwithstanding the fact that EMD was earlier uploaded by the bidder.

- 5.5 Net worth of the Bidder as per the immediate preceding audited annual financial results should be positive. The offer of the bidder whose net worth is "Negative" in the immediate preceding financial year shall not be considered for further evaluation.

Bidder shall furnish documentary evidence i.e. duly audited annual report for the immediate preceding financial year including balance sheet and profit & loss accounts statement with all schedules.

In case, audited balance sheets and profit & loss account of immediate preceding financial year is not available for bid closing date upto 30th September, the bidder has an option to submit the audited balance sheets and profit & loss account of the previous year immediately prior to the last financial year. However, for bid closing date after 30th September, bidder has to compulsorily submit the audited balance sheets and profit & loss account for the immediate preceding financial year.

- 5.6 Documents specified at Sl. No. 5.3 & 5.5 above i.e. valid MSE certificate, if any, and duly audited annual report for the immediate preceding financial year, shall be signed and stamped by the bid signatory and shall be:

either

duly certified by Statutory Auditors of the Bidder or practicing Chartered Accountant (not being an employee or a Director or not having any interest in the Bidder's company/ firm) where audited accounts are not mandatory as per law.

or

duly notarized by any Notary Public in the Bidder's country. In case of notarization, Bidder shall also submit an Affidavit in the format enclosed in the Bidding Document, signed by the authorized signatory of the Bidder.

## 6.0 **General**

- 6.1 Bidder should not be on Holiday / Negative list of EIL.
- 6.2 Bidder shall not be under liquidation, court receivership or similar proceedings.
- 6.3 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.
- 6.4 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 past performance etc.
- 6.5 The complete Bidding Document is available on the website of EIL <http://tenders.eil.co.in> and e-tender website: <http://eprocure.gov.in/eprocure/app> . However, Bidders are required to submit their bid through Government of India's e-Procurement/e-tendering system <http://eprocure.gov.in/eprocure/app> only.
- 6.6 Corrigenda/Addenda, if any, shall also be available on the above mentioned web sites. No extension in the bid due date / time shall be considered on account of delay in receipt of any document by mail.
- 6.7 Bidding documents once issued are non-transferable in other name and shall at all times remain the exclusive property of the EIL with a license to the Bidder to use the Bidding Documents for the limited purpose of submitting the bid.
- 6.8 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.

- 6.9 Any bid received by EIL after the deadline for submission of bids will be declared "Late" and rejected and representative of such Bidders shall not be allowed to attend the Bid opening.
- 6.10 Techno-commercial part of the Bids shall be opened at 1400 Hrs. (IST) on the due date for submission of bids. Time and date of opening of Price Bids shall be notified to the qualified and acceptable bidders at a later date.
- 6.11 EIL shall not be responsible for any expense incurred by bidders in connection with the preparation & submission of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 6.12 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.
- 6.13 Canvassing in any form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
- 6.14 In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order. Such bidder will also be debarred from bidding in future.
- 6.15 For detailed specifications, terms and conditions and other details, refer Bidding Document.
- 6.16 Clarification, if any, can be obtained from Asst. General Manager (C & P) through Telephone – 033-2229 6952, 2227 6304/7305, E-mail – [biswajit.mandal@eil.co.in](mailto:biswajit.mandal@eil.co.in) / [sk.mandal@eil.co.in](mailto:sk.mandal@eil.co.in) Fax–033–2227 7692.
- 6.17 Please acknowledge receipt of this letter along with all enclosures within 2 days of receipt and confirm that you will submit your bid on or before the due date. The enquiry is issued to you on limited enquiry basis. Please furnish online acknowledgement/intension to bid and in case you are not participating in this bidding process please submit reasons for non-participation.

ASST. GENERAL MANAGER (C& P)  
ENGINEERS INDIA LIMITED, RO, KOLKATA

**PROFORMA FOR ACKNOWLEDGEMENT LETTER**

**FAX # : 91-33-2227 7692**

**E-MAIL # : biswajit.mandal@eil.co.in/sk.mandal@eil.co.in**

(PLEASE FAX / E-MAIL TO EIL WITHIN TWO DAYS ON RECEIPT OF BIDDING DOCUMENT)

AGM (C&P)  
Engineers India Limited  
A.G.Towers- 5<sup>th</sup> Floor,  
125/1, Park Street  
Kolkata – 700 036 (West Bengal)  
INDIA

**Attention** : Mr. Biswajit Mandal  
**Client** : EIL  
**Project** : IN HOUSE

Bidding Document No.: BM/8552-000-RK-TN-017/7511

Name of Work: MAINTENANCE CONTRACT FOR GENERAL CLEANING & HOUSEKEEPING SERVICES AT EIL OFFICE 4<sup>TH</sup> & 5<sup>TH</sup> FLOOR A.G.TOWERS, PARK STREET, KOLKATA.

Due Date 18.09.2014 (Up to 1200 HRS. IST)

Dear Sirs,

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

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

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


Thanking you,

Very truly yours,

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



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

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

To  
ASST. GENERALMANAGER (C & P),  
ENGINEERS INDIA LIMITED,  
A.G.TOWERS- 5<sup>TH</sup> FLOOR,  
125/1, PARK STREET,  
KOLKATA- 700 017

Date :

**ATTN : BISWAJIT MANDAL , AGM (C & P)**

**Bidding Document No.: BM/8552-000-RK-TN-017/7511**

**Subject: MAINTENANCE CONTRACT FOR GENERAL CLEANING & HOUSEKEEPING  
SERVICES AT EIL OFFICE 4<sup>TH</sup> & 5<sup>TH</sup> FLOOR A.G.TOWERS, PARK STREET,  
KOLKATA.**

Dear Sir,

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

1. Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

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

Yours faithfully,  
Signature

Name & Designation

For and on behalf of

**NOTES:**

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

## **INSTRUCTIONS TO BIDDERS**

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## **A GENERAL**

### **1.0 INTRODUCTION**

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

### **2.0 DEFINITIONS**

- 2.1 With respect to this document, the following definitions shall apply:
- i. The "Owner" shall mean means Engineers India Limited (EIL), a company incorporated in India & having its registered office at 1, Bhikaji Cama Place, New Delhi – 110066. Regional Office (RO) is located at A.G.Towers, (5<sup>th</sup> Floor), 125/1, Park Street, Kolkata- 700 017. EIL is the Owner for this job.
  - ii. The "Project Manager" shall mean the project manager of Engineers India Limited or his successor or authorized nominee.
  - iii. "Instructions to Bidders" shall mean the documents describing the manner in which Bidder shall prepare and submit his bid.
  - iv. "Letter Inviting Bid" (LIB) shall mean EIL's request to Bidder for a Bid/ Tender together with the Bidding Document .
  - v. "Tender" or "Bid" shall mean Bidder's offer to perform the Work, in accordance with Bidding Document.
  - vi. "Tender Document" or "Bidding Document" shall mean the documents issued to the bidder including any subsequent addenda to enable bidder submit his Bid.
  - vii. "Bidder" or "Tenderer" shall mean the person or company who receives / downloads the Tender Document or Bidding Document and submits Tender or Bid to EIL.
- 2.2 It shall be bidder's responsibility to have thorough understanding of the reference documents, site conditions and specifications included in the Bidding Document.

### **3.0 SCOPE OF WORK**

The scope of work is given in Scope Document No. 8552/8518-Admn-001, of Bidding Document.

### **4.0 ELIGIBLE BIDDERS:**

- 4.1 The invitation of bid is open to the Bidder(s) who have been issued LIB.
- 4.2 Bidder should not be under liquidation, court receivership or similar proceedings.
- 4.3 The bidder shall not be on Holiday / negative list of EIL as on the due date of submission of bid. If the documents were issued inadvertently / downloaded from website, offers submitted by such bidders shall not be considered for opening / evaluation / award.
- 4.4 If the agency is placed on holiday / negative list of EIL after opening of unpriced bids but before opening of price bids, further evaluation shall be stopped and the corresponding price bid will not be opened.

## **5.0 COST OF BIDDING**

- 5.1 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, participating in discussion and other expenses EIL will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.

## **6.0 ACKNOWLEDGEMENT & CONFIRMATION**

- 6.1 Within 2 (Two) days of issue of Bidding Document/ downloading of bidding document, Bidder shall acknowledge and confirm his intention to bid for the tendered work as per proforma "Acknowledgement-Cum-Consent Letter" enclosed in Bidding Document. Bidder also must intimate their intention of not quoting if they are not submitting Bid, within 2 days of receipt of the Bidding Document/ downloading of bidding document.

## **7.0 SPLIT-UP OF WORK**

- 7.1 No Split up of work is envisaged. Total Work shall be awarded to one bidder only.

## **8.0 SITE VISIT**

- 8.1 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.
- 8.2 Any loss to the property / life of the visitor due to visitor's negligence shall be the visitor's responsibility. Visitor shall keep Owner indemnified from any legal consequences arising there from.

## **B BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENT**

### **9.0 BIDDING DOCUMENT**

- 9.1 The Bidding Document shall consist of the following and should be read in conjunction with any amendment issued subsequently:
- i. Letter Inviting Bid (LIB).
  - ii. Instructions to Bidders and its attachments/Annexures
  - iii. Scope of Work / Technical Specifications / Standards, Drawings, if any
  - iv. Schedule of Rates (SOR) / Schedule of Prices (SOP).
  - v. Special Conditions of Contract.
  - vi. General Conditions of Contract.

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

- 9.2 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.
- 9.3 Bidding documents once downloaded are non-transferable in other name and shall at all times remain the exclusive property of the EIL with a license to the Bidder to use the Bidding Documents for the limited purpose of submitting the bid.
- 9.4 Bidder shall treat the Bidding Document and contents thereof as confidential. If at any

time, during the bid preparation stage, Bidder decides to decline to Bid, all documents must be immediately returned to EIL.

#### **10.0 PRE-BID MEETING AND TRAINING ON THE E-TENDERING SYSTEM**

- 10.1 Although the details presented in this Bidding document consisting of Conditions of Contract, Scope of Work, Technical Specifications and Drawings have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood and it includes all documents as per the Index.
- 10.2 Bidder's authorized representative(s), shall attend the pre bid meeting **(if mentioned in LIB)** on the prescribed day at the given venue. During the pre bid meeting, all the technical and commercial issues shall be discussed and concluded to ensure that the bid received subsequent to pre bid meeting shall be without any deviations to terms and conditions. Hence, bidders shall treat the pre bid meeting as utmost important and depute competent & senior person capable of taking on the spot decision to sort out all the technical and commercial issues.
- 10.3 However, in case any bidder does not attend the pre bid meeting, it shall be understood that bidder has a clear understanding of the scope & terms & conditions of the bidding document and does not have any comments / deviations to the requirements of the bidding document.
- 10.4 In order to ensure fruitful discussions during pre bid meeting, the bidder is requested to submit any queries / clarification / information pertaining to Bidding Document, as per the proforma enclosed as **Annexure – VIII** to ITBs, in writing delivered by hand or by fax / e-mail as per format enclosed in the Bidding Document so as to reach two days prior to Pre-bid meeting. These queries shall be replied during pre-bid meeting shall also be uploaded in EIL Website. The editable soft copies of the queries shall also be e-mailed to enable EIL to prepare replies to the queries against each query in the same format expeditiously.
- 10.5 Replies to the queries shall be uploaded in the website. After pre-bid meeting, no further queries will be entertained from the bidders.
- 10.6 Any modification to the Bidding Document, which may become necessary as a result of the pre-bid discussions shall be intimated to all the bidders through the issuance of an Addendum / Amendment.
- 10.7 Based on the pre-bid discussions, a no-deviation form / techno-commercial compliance (Annexure – II to ITB) shall be signed and submitted by the bidders as part of their offer. After pre-bid meeting, no deviation shall be accepted and if any deviation is found in the bid of any bidder, the offer shall be liable to be rejected without raising any technical / commercial queries.
- 10.8 Technical / Commercial queries shall not be issued once the bid have been opened. However, wherever CQ / TQ are unavoidable, the same shall be raised only once and the cut-off date given for CQ / TQ replies shall be adhered to. Offers shall be evaluated based on the information available upto cut-off date for CQ / TQ replies.
- 10.9 Extension in bid due date shall not generally be granted.
- 10.10 **Training cum familiarization on the e-tendering system shall also be done during the Pre-Bid meeting.**

#### **11.0 AMENDMENT OF BIDDING DOCUMENT**

- 11.1 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. Addendum shall be issued to only those bidders, who have downloaded the Bidding Document or

submitted acknowledgement cum consent letter as per the Performa enclosed in the Bidding Document.

- 11.2 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.

## **12.0 CONFIDENTIALITY OF BIDDING DOCUMENT**

- 12.1 The Bidding Document is and shall remain the exclusive property of EIL without any right to Bidder to use them for any purpose except for the purpose of Bidding.
- 12.2 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**

### **13.0 LANGUAGE OF BID**

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

### **14.0 COMPLIANCE TO BID REQUIREMENT**

#### **14.1 ZERO DEVIATION:**

- 14.1.1 Bidder to note that this is a ZERO deviation bidding document. Owner will appreciate submission of offer based on the terms and conditions in the enclosed Conditions of Contract, ITB, Scope of Work, and Technical Specification etc. to avoid wastage of time and money in seeking clarifications on technical / commercial aspect of the offer.

- 14.2 Accordingly, Bidder must submit format for "Compliance to Bid requirement" (Annexure – I to ITB) as enclosed with this Bidding Document duly filled in along with Unpriced part of Bid.

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

- (a) Time Schedule / Contract Period
- (b) Schedule of Prices / Schedule of Rates
- (c) Arbitration/ Dispute Resolution
- (d) Scope of Work
- (e) Scope of Supply
- (f) Security Deposit / CPBG
- (g) Termination
- (h) Force Majeure
- (i) Bid Security/EMD
- (j) Bid Validity
- (k) Bank Guarantees
- (l) Price Reduction Schedule / Penalty

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

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

## **15.0 DOCUMENTS COMPRISING BID**

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

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

- a. PART – I : Earnest Money Deposit / Bid Security, Power of Attorney & Techno-Commercial / Unpriced Bid
- b. PART - II : Price Bid.

### **15.3 PART – I : TECHNO-COMMERCIAL/ UNPRICED BID**

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

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

- i. Covering letter of Bid on bidder's letter head as per the proforma enclosed as **Annexure-I** to ITB.
- ii. Master Index and copies of all technical and commercial amendments/addendums issued (if any), duly e-signed as a token of having received and read all parts of the bidding document and having accepted and considered the same in preparing their bid.
- iii. Power of Attorney in favour of Authorized signatory of the bid. For proprietorship agency, it should be clearly specified in the Bidder's letter head that it is a proprietary firm and the Bidder is the sole owner. For partnership firm, power of attorney by all other partners in the name of the partner who will sign their offer.

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

- iv. Duly audited annual report for the immediate preceding financial year including balance sheet and profit & loss accounts statement with all schedules.

Audited annual report for the immediate preceding financial year shall be signed and stamped by the bid signatory and shall be

either

duly certified by the Statutory Auditor of the Bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the Bidder's company/ firm) where audited accounts are not mandatory as per law

or

duly notarized by any Notary Public in the Bidder's country. However, in case of notarization, Bidder shall also submit an Affidavit as per **Annexure-III** to ITB duly signed by the authorized signatory of the Bidder..

- v. Compliance to Bid requirement as per **Annexure-II** to ITB.
- vi. Networth the bidder duly certified by Statutory Auditor of the bidder or



practicing Chartered Accountant as per **Annexure-IV**.

- vii. Information about legal cases and Banned / Delisted as per **Annexure-V** to ITB.
- viii. As a token of confirmation that prices are quoted in the requisite format strictly complying to the requirement, unpriced copy of Schedule of Rates as submitted in the price bid, with prices being replaced by word "quoted", shall be submitted along with the un-priced bid. Unpriced copy of Statement for Details of Service Tax (FORM SP-1) with prices replaced by word "quoted" shall also be submitted.
- ix. Technical offer and other details, if any, required as per Bidding Document.
- x. Any other information required in the Bidding Documents or considered relevant by the bidder.
- xi. The above documents shall be submitted as per Check-List attached as **Annexure-VI** to ITB.
- xii. Bank Mandate Form duly filled, signed & stamped and certified by the Bank as per **Annexure-VII** to ITB.
- xiii. Copy of PF A/C No. and ESI No. In case Bidders establishment is not registered with PF & ESI Authorities, the Bidder shall furnish an undertaking, as per **Annexure-IX** to ITB, that in the event their establishment falls under the purview of PF & ESI Act during the execution of Contract then the Bidder shall get their establishment registered under PF & ESI and they shall also be solely responsible to fulfil the obligation of PF & ESI at no extra cost to EIL.
- xiv. Bidder's General Information as per **Annexure-X** to ITB.
- xv. Commercial Questionnaire as per **Annexure-XII** to ITB.
- xvi. Organization details
  - In case of a proprietorship firm, the name and address of proprietor, and certified copy of 'Certificate of Registration of firm'.
  - In case Bidder is a partnership firm, certified copy of the partnership deed.
  - In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum/ Articles of Association.
- xvii. Besides above, following documents shall be required in physical form in a sealed envelope clearly super-scribing name of documents in original:-
  - i) Power of Attorney
  - ii) Audited annual report for the immediate preceding financial year including balance sheet and profit & loss accounts statement with all schedules and certified as per Sl. No. iv) above.
  - iii) EMD (Earnest Money Deposit) / Bid Security
  - iv) Copy of Certificate for registration as MSE, declaration by CPSUs against exemption from submitting EMD.

#### 15.4 PART - II - PRICE BID

This Part shall contain duly filled in Price Schedule as provided in the bidding document at the designated place as per the requirement of the Govt. of India's

Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/eprocure/app>. Amounts must be filled in excel file of the Price Schedule after downloading the 'Price Schedule' file uploaded in the e-tender website.

Bidder to note that there are following formats available as RAR file in the Price Schedule. Bidder shall download the Price Schedule file from the CPP Portal <http://eprocure.gov.in/eprocure/app>, fill these formats and then shall upload the Price Schedule file at the designated place of the CPP Portal <http://eprocure.gov.in/eprocure/app> in their Price bid:

- Schedule of Rates (FORM SP-0)
- Details of Service Tax (FORM SP-1)

The format of the files uploaded by bidder in RAR-file of price schedule should be the same as the format of the files available in the CPP portal.

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

## **16.0 BID PRICES**

- 16.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the total works as described in Bidding Document, based on the Schedule of Rates submitted by the Bidder and accepted by the Owner.
- 16.2 Rates/Amounts must be filled in the 'Schedule of Rates' after downloading the file uploaded in the e-tender website. In case separate file is uploaded, and any variation in item description, unit & quantity are noticed; the bid is liable to be rejected. In any case, Bidder shall be presumed to have quoted against the tendered description of work and the same shall be binding on the Bidder.
- 16.3 Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the complete item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 16.4 The quoted Price shall be deemed to be inclusive of all taxes and duties **except** Service Tax in line with the provisions of Special Conditions of Contract.
- 16.5 It is for the bidder to assess and ascertain the rates of applicable Taxes & Duties for the tendered work. It is clearly understood that EIL/Owner will not have any additional liability towards payment of applicable Taxes & Duties as a result of Bidder's wrong assessment / interpretation of applicable taxes & duties.
- 16.6 Alternative bids shall not be considered.

## **17.0 CURRENCIES OF BID & PAYMENT**

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

## **18.0 BID VALIDITY**

- 18.1 Bid submitted by Bidder shall remain valid for a minimum period of 03 (Three) months from the due date of opening of Bids. Bidders shall not be entitled during the said period, without the consent in writing of the Owner / EIL, to revoke or cancel their Bid or to vary the Bid given or any term thereof. In case of Bidders revoking or cancelling their Bid or varying any terms in regard thereof without the consent of Owner / EIL in

- writing, Owner shall forfeit EMD paid by them along with their bids.
- 18.2 EIL may solicit the bidders consent to an extension of the period of validity of bid. The request and the responses there to shall be made in writing. 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.
- 19.0 BID SECURITY / EARNEST MONEY DEPOSIT (EMD)**
- 19.1 The Bid must be accompanied by Earnest Money (interest free) for the amount indicated in IFB/ LIB in the form of Crossed Demand Draft / Pay Order/Bank Guarantee in favour of Engineers India Limited, Kolkata. Bank Guarantee shall be on non-judicial stamp paper of value not less than Rs.100/- from any Indian Scheduled Bank or from any Indian Branch of an International Bank as per proforma enclosed in the Bidding Document, and valid upto two months beyond the validity of the bids. EMD shall be submitted in designated place in CPP Portal <http://eprocure.gov.in/eprocure/app>. Bank guarantee shall be revalidated for extended period as required by EIL in writing. Any Bid not accompanied by EMD as stated above will be rejected. However, Indian Central Public Sector Undertakings / Enterprises shall also be exempted from submitting EMD subject to submission of required declaration in this regard.
- 19.2 In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises for corresponding items/services of tender are exempted from submitting EMD subject to submission of valid certificate of MSE.
- 19.3 If the Bidder, after submission, revokes his Bid or modifies the terms and conditions thereof during the validity of his Bid except where EIL has given opportunity to do so, the earnest money shall be liable to be forfeited. EIL may at any time cancel or withdraw the Bidding Process without assigning any reason and in such cases the earnest money submitted by Bidder will be returned to him.
- 19.4 The successful Bidder shall be required to submit Contract Performance Bank Guarantee (CPBG) with EIL in the manner and within the time period indicated in Conditions of Contract. Should the successful Bidder fail or refuse to sign the agreement or furnish the Contract Performance Bank Guarantee (CPBG) within the specified period, the earnest money shall be forfeited without prejudice to his being liable to any further loss or damage incurred in consequence by EIL.
- 19.5 Bidder is required to upload the scanned copy of EMD on Govt. of India's Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/eprocure/app> along with the e-bid.
- 19.6 If the Bidder is unable to submit EMD in original within the due date & time, he may resubmit the original EMD within 7 calendar days from the date of unpriced bid opening, provided exact copy of the same have been uploaded on CPP Portal <http://eprocure.gov.in/eprocure/app> In case the bidder fails to submit the same in original within 7 calendar days, his bid shall be liable for rejection, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of EMD was earlier uploaded by the bidder.
- 19.7 After the award of work to the successful Bidder by EIL, EIL will return the Earnest Money to all unsuccessful Bidders. Earnest Money shall be returned to the successful Bidder after he has furnished the Contract Performance Bank Guarantee (CPBG) to Owner.
- 19.8 The EMD may be forfeited:

- i. If the bidder withdraws his bid during the period of bid validity; or submits multiple bids/alternative bids, or
- ii. If a bidder, on his own modifies his bid during the period of bid validity, or
- iii. In case of a successful Bidder, if the Bidder fails, within the specified period:
  - a. To sign the Contract and
  - b. To furnish the Security Deposit./ Contract Performance Bank Guarantee.

## **20.0 ARRANGEMENT OF BID**

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

## **21.0 CHECK LIST FOR SUBMISSION OF BID**

- 21.1 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 as **Annexure-VI** to ITB..
- 21.2 Bidder is required to fill the checklist and submit along with the bid for ready reference.

## **D BID SUBMISSION**

### **22.0 MULTIPLE/ALTERNATIVE BIDS**

- 22.1 A bidder shall submit only one final bid in the same bidding process. A Bidder who submits or participates in more than one final bid will cause all the proposals in which the bidder has participated to be disqualified.
- 22.2 A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder or as a member of consortium) or indirectly (as a sub-contractor) failing which following actions shall be initiated:
  - i) All bids submitted by such bidder (say 'A') directly & indirectly, shall stand rejected and EMD, if any, in case of direct bid submitted by bidder 'A' shall be forfeited.
  - ii) If another bidder (say 'B') has proposed bidder 'A' as a sub-contractor then bidder 'B' 's bid shall also be rejected. However, in case the bidder 'B' has also proposed an alternative sub-contractor who is other than the bidder 'A', then bidder 'B' 's bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative/ multiple bids.

### **23.0 MARKING AND SUBMISSION OF BIDS**

- 23.1 E-Bid shall be submitted in the following manner with file names as per the details given below:
  - Part-I - Techno-commercial / un-priced bid
    - Scanned copies of Earnest Money Deposit/Bid Security and Power of Attorney, copy of valid certificate for registration as MSE/Declaration by the Bidder that they are a Central Public Sector Undertaking's/Enterprise's.

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

**Original Bid security, Power of Attorney and Certified copies of Audited annual report for the immediate preceding financial year including balance sheet and profit & loss accounts statement with all schedules shall be submitted in physical form.**

- 23.2 Bid Security (EMD) in physical form: Original of bid security and one copy of the same shall be submitted in sealed envelope clearly super scribing "Bid Security- "Original" / "Copy". Scanned copies of the same shall be uploaded in the e-bid along with un-priced bid with file name "Bid Security/Earnest Money Deposit".
- 23.3 Power of Attorney in physical form: Original of Power of Attorney and one copy of the same shall be sealed in an envelope clearly super scribing "Power of Attorney"- "Original" and "copy". Scanned copies of the same shall be uploaded along with the un-priced bid with file name as "Power of Attorney".
- 23.4 Audited annual report in physical form: Certified copies of Audited annual report for the immediate preceding financial year including balance sheet and profit & loss accounts statement with all schedules and one copy of the same shall be sealed in an envelope clearly super scribing "Audited annual report"- "Original" and "copy". Scanned copies of the same shall be uploaded along with the un-priced bid with file name as "Audited annual report".
- 23.5 All envelopes containing the documents in physical form required to be submitted by the bidder shall have Bid Document Number and Name of Work and shall be submitted by the bid due date and time with an outer envelope with all these details. However, the documents required to be submitted in physical can be submitted within 7 calendar days from the final bid due date subject to the conditions that the scanned copies of the same have been loaded in e-Tender within the due date and time indicated in the e-Tender. In case bidder fails to submit the original EMD in physical form as mentioned in IFB/ITB, within 7 calendar days from the date of unpriced bid opening, his bid shall be liable for rejection, notwithstanding the fact that a copy of EMD was earlier uploaded by bidder.

Bids must be received online by EIL through Govt. of India's Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/eprocure/app> and documents in other envelopes containing Physical Forms must be received by EIL at the following address:

AGM(C&P)  
Engineers India Limited  
A.G.Towers- 5<sup>th</sup> Floor,  
125/1, Park Street,  
Kolkata-700 017 (West Bengal)  
INDIA  
Attn: Sh. Biswajit Mandal, AGM(C & P).

- 23.6 Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.
- If the envelope is not sealed and marked as above, the EIL will assume no responsibility for the misplacement or premature opening of the bid.
- 23.7 Bidders in their own interest are requested to register on e- tendering portal and upload their bid well in time.
- 23.8 All Clarification/ correspondences if any, will only be entertained by EIL from 0900 Hrs. (IST) to 1600 Hrs. (IST) only, during the office working hours.

#### **24.0 DEADLINE FOR SUBMISSION OF BID**

- 24.1 The bid must be submitted on line at e-tender site of EIL within due date and time for bid submission as specified in IFB/ LIB and all envelopes containing the documents in physical form can be submitted within 7 calendar days from the bid due date.
- 24.2 EIL may, in exceptional circumstances and at its discretion, on giving reasonable notice by e-mail / fax or any written communication to all prospective bidders who have downloaded the bid document extend the deadline for the submission of bids in which case all rights and obligations of the EIL and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.
- 24.3 Bidders in their own interest are requested to register on e- tendering portal and upload their bid well in time.
- 24.4 Bidders should avoid the last hour rush to the website for registration of user id & password, enabling of user id and mapping of digital signature serial number etc. since this exercise require activities from EIL & M/s National Informatics Centre (NIC) (Service Provider for Govt of India's CPP Portal) and needs time. In the event of failure in bidder's connectivity with EIL/Service Provider during the last few hours, bidder is likely to miss the deadline for bid submission. Due date extension request due to above reason may not be entertained.

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

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

#### **26.0 MODIFICATION AND WITHDRAWAL OF BIDS**

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

### **E BID OPENING AND EVALUATION**

#### **27.0 OPENING OF TECHNO-COMMERCIAL BIDS**

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

#### **28.0 EVALUATION OF TECHNO-COMMERCIAL BIDS**

- 28.1 Prior to detailed evaluation of bids, the Owner will determine whether each bid (i) is accompanied by required EMD; (ii) totally comply to the requirement of bidding document.
- 28.2 The Owner will examine the bids to determine whether they are complete and whether the bids are generally in order.

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

28.4 Net worth of the Bidder should be positive as per the audited financial results for the immediate preceding financial year as mentioned the Bidding Document. Net worth of the Bidder in the preceding financial year shall also be determined in line with the requirement of Bidding Document. The offer of the Bidder whose Net Worth, is "Negative" in the immediate preceding financial year shall not be considered for further evaluation.

The definition of Net Worth is provided else where in the Bidding Document.

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

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

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

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

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

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

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

#### 28.10 UNSOLICITED POST TENDER MODIFICATIONS

Bidders are advised to quote strictly as per terms and conditions of the bidding document and not to stipulate any deviations/exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any



technical / commercial clarifications sought on any deviations or exceptions mentioned in the bid. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by EIL 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.

#### 28.11 COMPLETE SCOPE OF WORK

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

#### 29.0 **OPENING OF PRICE BID**

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

#### 30.0 **ARITHMETIC CORRECTIONS**

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

30.1 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 shall be reworked.

30.2 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.

30.3 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.

30.4 The sum total of the total prices of each item shall be the total quoted price.

30.5 In case of Lumpsum prices, when there is difference between the amount in figures and in words, the amount quoted in words shall prevail.

30.6 In case the rate is quoted only in figures and the amount does not correspond to the quoted rate. The amount shall be reworked from the quoted rate.

#### 31.0 **EVALUATION OF PRICE BIDS**

31.1 The prices quoted by the Bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the SOR formats. If some discrepancies are found between the rate/ amount, the sub-total and total amount shall be corrected as per the provisions of Clause at Sl. No. 30.0 above.

31.2 The price bids of the Bidders shall be rejected if they do not quote rates for certain items and EIL estimate for such items is more than 10% of their total quoted price for the subject work. In case a Bidder does not quote for any items of Schedule of Rates/Prices and the EIL estimate for such items is less than 10% of their total quoted price, then for the purpose of comparison, the unquoted items shall be loaded by price impact calculated on the basis of highest of the rates quoted by other bidders. If such Bidder happens to be the selected Bidder, the lowest of the rates quoted by other



bidders for the unquoted items shall be considered for award.

- 31.3 Service Tax amount quoted by the bidder in FORM SP-1 shall be considered for evaluation.
- 31.4 Optional items, if any, shall not be considered for the purpose of arriving at the total cost. However, in case the rates quoted by the selected Bidder for optional items are considered high, the same shall be negotiated.
- 31.5 Any uncalled for lump sum / percentage or adhoc reduction / increase in prices, offered by the Bidders after submission of price Bid, shall not be considered. However, if reduction is from the recommended Bidder, such reduction shall be taken into account for arriving at the contract value.

### **32.0 CONTACTING THE OWNER**

- 32.1 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.

### **33.0 AWARD OF CONTRACT**

- 33.1 EIL's RIGHT TO ACCEPT OR REJECT ANY BID

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

### **34.0 NOTIFICATION OF AWARD**

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

### **35.0 CONTRACT AGREEMENT**

- 35.1 The Contractor shall execute a formal contract with EIL as per proforma enclosed in the Bidding Document within specified period from the date of issue of Detailed Letter of Acceptance on a non-judicial stamp paper, purchased from Kolkata, of appropriate value (Rs. 100/-). The cost of non-judicial stamp paper shall be borne by the Contractor.
- 35.2 Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed this bid document together with the annexed documents, modifications, deletions agreed upon by EIL and bidders acceptance thereof shall constitute a binding contract between the successful Bidder and EIL based on terms contained in the aforesaid documents and the finally submitted and accepted prices.
- 35.3 The Contract document shall consist of the following:
- i. Original Bidding Document along with its enclosures issued.
  - ii. Amendment/Corrigendum to original Bidding Document issued, if any.
  - iii. Letter of Acceptance.
  - iv. Detailed letter of Award/Acceptance along with enclosures attached therewith.

### **36.0 E-PAYMENTS**

- 36.1 Engineers India Limited has initiated payments to suppliers and Contractors electronically and to facilitate the payments electronically, the bidder should have an account with Banks supporting the same so that the payment through e-banking be made to the bidder, in case work is awarded to him. The payment shall be released either through Electronic Clearing System (ECS) / Electronic

Fund Transfer (EFT) / Real Gross Time Settlement (RGTS) or through Internet. The bidder should give their account and other details on the proforma for Bank details attached as **Annexure-VII**, to facilitate payment through E-banking.

**37.0 CLARIFICATION REQUESTS FROM BIDDERS**

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

**ANNEXURE-I TO ITB**

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

From :

\_\_\_\_\_  
\_\_\_\_\_

Our Ref: .....dated .....

To  
AGM (C&P)  
Engineers India Limited  
A.G.Towers- 5<sup>th</sup> floor  
125/1, Park Street  
Kolkata- 700 017

**SUBJECT : MAINTENANCE CONTRACT FOR GENERAL CLEANING & HOUSEKEEPING SERVICES AT EIL OFFICE 4<sup>TH</sup> & 5<sup>TH</sup> FLOOR A.G.TOWERS, PARK STREET, KOLKATA.**

**BIDDING DOCUMENT NO. : BM/8552-000-RK-TN-017/7511**

**ATTN: Mr. Biswajit Mandal, AGM (C&P)**

Dear Sir,

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

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

<b>EMD Amount</b>	<b>No. &amp; Date</b>	<b>Drawn on Bank</b>
<b>Rs. 53,000/-</b>		

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

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

Thanking you,

Very Truly Yours.

(Signature of Authorised person)  
Full Name :  
Designation :  
Company Seal :

**ANNEXURE-II TO ITB**

**SUBJECT** : **MAINTENANCE CONTRACT FOR GENERAL CLEANING & HOUSEKEEPING SERVICES AT EIL OFFICE 4<sup>TH</sup> & 5<sup>TH</sup> FLOOR A.G.TOWERS, PARK STREET, KOLKATA.**

**BIDDING DOCUMENT NO.** : **BM/8552-000-RK-TN-017/7511**

**COMPLIANCE TO BID REQUIREMENT**

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

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

STAMP AND SIGNATURE OF BIDDER: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

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

**AFFIDAVIT**

*(To be submitted in non-judicial stamp paper of appropriate value)*

AFFIDAVIT OF ....., S/o D/o ....., resident of .....  
EMPLOYED AS ..... WITH ..... HAVING OFFICE  
AT ..... PIN .....

I, the above named deponent do hereby solemnly affirm and state as under :-

1. That I am the authorized representative and signatory of M/s .....
2. That the document (s) submitted, as mentioned hereunder, by M/s ..... alongwith the Bid Document submitted under covering letter no. .... dated ..... towards Tender No. "BM/8119-000-RK-TN-016/7510" for "MAINTENANCE CONTRACT FOR HOUSEKEEPING & MAINTENANCE SERVICES AT EIL TRANSIT FLAT AND BACHELOR ACCOMMODATION AT KOLKATA" has / have been submitted under my knowledge.

<b>Sr. No.</b>	<b>Document Reference no. &amp; date</b>	<b>Document subject</b>	<b>Issuing Authority</b>

3. That the document(s) submitted, as mentioned above, by M/s ..... alongwith the Bid Document for meeting the Bid Requirement thereunder, vide covering letter no. .... dated ....., towards Tender No. "BM/8552-000-RK-TN-017/7511" for "MAINTENANCE CONTRACT FOR GENERAL CLEANING & HOUSEKEEPING SERVICES AT EIL OFFICE 4<sup>TH</sup> & 5<sup>TH</sup> FLOOR A.G.TOWERS, PARK STREET, KOLKATA" are authentic, genuine, copies of their originals and have been issued by the issuing authority mentioned above and no part of the document(s) is false, forged or fabricated.
4. That no part of this affidavit is false and that this affidavit and the above declaration in respect of genuineness of the documents has been made having full knowledge of (i) the provisions of the Indian Penal Code 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.
5. I depose accordingly.

**DEPONENT**

**VERIFICATION**

I, ..... the deponent above named do hereby verify that the factual contents of this affidavit are true and correct. No part of it is false and nothing material has been concealed there from.

Verified at ..... on this ..... day of .....20....

**DEPONENT**

**ANNEXURE-IV TO ITB**

**FORMAT FOR STATUTORY AUDITOR'S/CHARTERED ACCOUNTANT\*  
CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER  
(For Supply of Goods /Works/Services)**

We have verified the Annual Accounts and other relevant records of M/s .....(Name of the bidder) and certify the following :

**A. FINANCIAL DATA AS PER IMMEDIATE PRECEDING YEAR'S AUDITED FINANCIAL RESULTS:**

NETWORTH CRITERIA:

Description	Year _____
	Amount (Currency)
Paid up Share Capital	
<b>Add:</b> Share application Money pending allotment*  (* Share Application Money pending allotment will be considered only in respect of shares to be allotted)	
<b>Add:</b> Reserves #  (# Reserves to be considered for the purpose of Net worth shall be all reserves created out of profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation)	
<b>Less:</b> Accumulated Losses	
<b>Less:</b> Deferred Revenue Expenditure to the extent not written off	
<b>Networth:</b>	

Name of Audit Firm:

[Signature of Authorized Signatory]

Chartered Accountant:

Name:

Date:

Designation:

Seal:

Membership no.

**Instructions:** For the purpose of this Bidding/RFQ document, Annual Turnover shall be "Sale value/Operating Income"

**ANNEXURE-V TO ITB**

**SUBJECT** : MAINTENANCE CONTRACT FOR GENERAL CLEANING & HOUSEKEEPING SERVICES AT EIL OFFICE 4<sup>TH</sup> & 5<sup>TH</sup> FLOOR A.G.TOWERS, PARK STREET, KOLKATA.

**BIDDING DOCUMENT NO.** : BM/8552-000-RK-TN-017/7511

**INFORMATION ABOUT LEGAL CASES & DECLARATION REGARDING DELISTED / BANNED**

Sl. No.	Description	Bidder's Reply / Confirmation
1.0	a) Confirm that Bidder is not involved in any litigation / arbitration.  b) If involved please furnish information about the same.	
2.0	Confirm that Bidder is not under liquidation, court receivership or similar proceedings.	
3.0	Confirm that your company have not been banned or delisted by any Government or Quasi Government agencies or Public Sector Units.	

STAMP AND SIGNATURE OF BIDDER: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

**CHECK LIST FOR SUBMISSION OF BID**

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

**Please tick (√) the box and ensure compliance:**

- 1.0 **EMD** of requisite amount is submitted in the form of DD / PAY ORDER or Bank Guarantee as mentioned in LIB, in separately sealed envelope marked "Earnest Money Deposit".

Submitted in the form of DD/ Pay Order or BG

EMD value:

Rs. \_\_\_\_\_

DD/Pay Order/BG No.: \_\_\_\_\_ Dated \_\_\_\_\_ Drawn on \_\_\_\_\_  
(Name of Bank)

- 2.0 **Validity of Bid** shall be **3 months** from the date of opening of Techno-commercial Part.

Yes

- 3.0 **Partnership Deed** in case of partnership firm and **Articles of Association** in case of limited company.

Submitted

Not applicable

- 4.0 **Power of Attorney** in favour of person who has e-signed the Bid or **declaration of proprietorship/Individual**

Submitted

Proprietary Organisation/  
Individual

- 5.0 **Bid Compliance Statement** (confirmation for no deviation stipulated in Bid) in the proforma enclosed.

Submitted

- 6.0 **Master Index** along with addendum, if any, duly filled in, signed and stamped in each page.

Submitted



7.0 **Information about legal cases & declaration regarding delisted / banned** in the proforma enclosed.

Submitted

8.0 **Price part** have been uploaded at the designated place of the **e-Tendering website** (i.e. <http://eprocure.gov.in/eprocure/app> ).

Submitted

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

Submitted

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

**ANNEXURE-VII TO ITB****BANK ACCOUNT PARTICULARS**

<b>Vendor Name</b>	
<b>Registered Office Address</b>	
<b>Present Communication Address</b>	
<b>Company / Non-company</b>	
<b>PAN No. (Copy of PAN Card attached)</b>	
<b>Service Tax Registration No. (Copy of Service Tax Registration Certificate - Form ST-2 attached)</b>	
<b>VAT Registration No. (Copy of VAT Registration Certificate attached)</b>	
<b>Office Telephone No. (s)</b>	
<b>Office Fax No.</b>	
<b>Official E-Mail Address</b>	
<b>Official Web-site Address</b>	
<b>Contact Person Name</b>	
<b>Department</b>	
<b>Designation</b>	
<b>Phone</b>	
<b>Mobile</b>	
<b>Fax</b>	
<b>E-Mail Address</b>	

Stamp / Seal of the organisation  
Signature

**Request for Electronic Fund Transfer**

<b>Name of the Beneficiary</b>	
<b>Address of the Beneficiary</b>	
<b>Name of the Bank</b>	
<b>Bank / Branch Address</b>	
<b>Bank / Branch Code</b>	
<b>Phone No of the Branch (with STD Code)</b>	
<b>IFSC Code of the Branch</b>	
<b>MICR Code of the Branch</b>	
<b>Bank Account Type (SB / CA / CC)</b>	
<b>Full Bank Account No.</b>	

I/We hereby declare and certify that the above particulars are true to receive the payments from ENGINEERS INDIA LIMITED, KOLKATA directly in our above mentioned Bank Account. Bank charges as applicable from time to time shall be borne by ENGINEERS INDIA LIMITED, KOLKATA. An attested copy of a blank / cancelled cheque is enclosed herewith.

Place : Signature :  
Date : Name :  
Stamp / Seal : Designation :

-----  
**Verification by Bank**

The above particulars are verified and are correct. Our Branch is a member of RTGS / NEFT / STEPS / RBI's / SEFT (strike out whichever is not applicable)

Place : Signature :  
Date : Name :  
Bank Stamp / Seal : Designation :

**ANNEXURE-VIII TO ITB**

**SUBJECT : MAINTENANCE CONTRACT FOR GENERAL CLEANING & HOUSEKEEPING SERVICES AT EIL OFFICE  
4<sup>TH</sup> & 5<sup>TH</sup> FLOOR A.G.TOWERS, PARK STREET, KOLKATA.**  
**BIDDING DOCUMENT NO. : BM/8552-000-RK-TN-017/7511**

Sl. No.	Document Name	Cl. No.	Bidder's queries if any

**Signature of Bidder** \_\_\_\_\_

**Name of Bidder** \_\_\_\_\_

**Company Seal** \_\_\_\_\_

**ANNEXURE-IX TO ITB**

**SUBJECT** : **MAINTENANCE CONTRACT FOR GENERAL CLEANING & HOUSEKEEPING SERVICES AT EIL OFFICE 4<sup>TH</sup> & 5<sup>TH</sup> FLOOR A.G.TOWERS, PARK STREET, KOLKATA.**

**BIDDING DOCUMENT NO.** : **BM/8552-000-RK-TN-017/7511**

**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 stamped and signed by the authorised signatory and submitted alongwith Techno-commercial-part.**

**BIDDER'S GENERAL INFORMATION**

To  
Engineers India Limited,  
A.G.Towers- 5<sup>th</sup> Floor,  
125/1, Park Street,  
Kolkata- 700 017 (West Bengal)  
India

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

1-2 Number of Years in Operation: \_\_\_\_\_

1-3 Address of Registered Office: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-4 Operation Address  
if different from above: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-5 Telephone Number: \_\_\_\_\_

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

1-6 Mobile Number: \_\_\_\_\_

1-7 E-mail address: \_\_\_\_\_

1-8 Website: \_\_\_\_\_

1-9 Fax Number: \_\_\_\_\_

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

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

1-11 Banker's Name : \_\_\_\_\_

1-12 Branch : \_\_\_\_\_

- 1-13 Branch Code : \_\_\_\_\_
- 1-14 Bank account number : \_\_\_\_\_
- 1-15 Excise Registration number : \_\_\_\_\_
- 1-16 Excise Range : \_\_\_\_\_
- 1-17 Excise Division : \_\_\_\_\_
- 1-18 Excise Collectorate : \_\_\_\_\_
- 1-19 Service Tax Registration No. \_\_\_\_\_
- 1-20 Local ST No. : \_\_\_\_\_
- 1-21 CST No. : \_\_\_\_\_
- 1-22 PAN No. : \_\_\_\_\_
- 1-23 Whether SSI Registered Or not : \_\_\_\_\_
- 1-24 Trade Licence Number : \_\_\_\_\_  
(issued by KMC/Municipal Authorities)

(SIGNATURE OF BIDDER WITH SEAL)

**[ Proforma of ]**  
**BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)**

(On Non-Judicial Stamp Paper of appropriate value)

(To be submitted only by the bidders desirous to submit EMD in the form of BG)

To

M/s Engineers India Ltd.  
125/1, Park Street,  
A.G.Towers- 5<sup>th</sup> Floor,  
Kolkata- 700 017.

B.G. NO. : \_\_\_\_\_

AMOUNT : [As per EMD value specified in bidding document]

DATE: \_\_\_\_\_

VALID UPTO: [2 Months beyond the Bid Validity]

CLAIM PERIOD UPTO: 2 Months beyond the validity period.

IN CONSIDERATION OF 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](#) and Regional Office at A.G. Towers-5<sup>th</sup> Floor, 125/1, Park Street, Kolkata- 700 017. (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) having floated the tender for the work \_\_\_\_\_ (Name of work) (hereinafter referred to as “the Bidding Document” which expression shall include any subsequent amendments/alterations thereto) and the Bidding Document was issued to / purchased by M/s \_\_\_\_\_ (Name of Bidder), a partnership firm/sole proprietor business/a Company registered under the Companies Act, 1956 having its registered office at \_\_\_\_\_ (complete address) (hereinafter referred to as “the Bidder” which expression unless repugnant to its meaning or context thereof, shall include its executors, administrators, successors and permitted assignees) and as per the terms and Conditions of the Bidding Document, Bidder to furnish Earnest Money Deposit (hereinafter referred to as “EMD”) for the purpose of acceptance of his Bid towards Bidder’s liability for participation in the bidding process under and/or in connection with the Bidding Document upto a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) (as specified in the Bidding Document).

We, \_\_\_\_\_ Bank, a body corporate registered/constituted under the laws of \_\_\_\_\_, having its registered office at \_\_\_\_\_ (hereinafter referred to as “the Bank” which expression shall include it’s successors and assignees) hereby jointly and severally undertake and guarantee to pay to the Company forthwith on demand in writing and without protest or demur of any and all moneys payable by the Bidder to the Company under, in respect of or in connection with the Bidder’s Bid in respect of the above as specified in any notice of demand made by the Company to the Bank with reference to this Guarantee up to an aggregate limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and the Bank hereby agrees with the Company that :

1. This Guarantee/Undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Company and liabilities of the Bidding Document arising up to and until midnight of \_\_\_\_\_ (Date).
2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Company may now or any time otherwise have in relation to the Bidder’s obligation/liabilities under and/or connection with the Bidding Document, and the Company shall have full authority to take recourse to or enforce this EMD in preference to the other security(ies) at its sole discretion and no failure on the part of the Company to enforcing or requiring enforcement to any other security shall have the effect of releasing the Bank from it’s full liability hereunder.



3. The Company shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Bidder's obligation and/or liabilities under or in connection with his Bid and to vary the terms and conditions of the Bidding Document or to release or to forebear from enforcement of all or any of the obligations of the Bidding Document and/or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with the Bidder shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.
4. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the Bidder but shall in all respects and for all purposes be binding and operative until payment of all money/ claims/ demand payable to the Company in terms hereof.
5. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms hereof shall not be otherwise affected or suspended by reason of any dispute having been raised by the Bidder (whether or not pending before any arbitrator, officer, tribunal or court) or any denial of liability by the Bidder or any other communication whatsoever by the Bidder stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
6. Notwithstanding anything contained herein before, the Bank's liability under this guarantee unless amended further, is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in aggregate and it will remain in force till the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_, unless extended further. Unless a claim or demand in writing is made against the Bank under the guarantee before the expiry of \_\_\_\_\_ months from the aforesaid date, i.e. before the \_\_\_\_\_ day of 200\_\_\_\_\_, all rights under this guarantee shall be forfeited and the Bank shall be relieved of and discharged from all liabilities hereunder.
7. The Bank has power to issue this Guarantee in favour of the Company in terms of the documents and/or the agreement/Bidding Document or MOU entered into between the Bidding Document and the Bank in this regard.

IN WITNESS whereof, the Bank \_\_\_\_\_ has executed this document at \_\_\_\_\_ on \_\_\_\_\_ (Date).

\_\_\_\_\_  
 (FOR & ON BEHALF OF \_\_\_\_\_ BANK)  
 (by its constituted attorney)  
 (Signature of a person authorised to sign on  
 behalf of the Bank)

(Seal of Bank)

WITNESSES:

1. SIGNATURE : \_\_\_\_\_  
 NAME : \_\_\_\_\_  
 DESIGNATION : \_\_\_\_\_
2. SIGNATURE : \_\_\_\_\_  
 NAME : \_\_\_\_\_  
 DESIGNATION : \_\_\_\_\_

**COMMERCIAL QUESTIONNAIRE**

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

<b>SL. NO.</b>	<b>EIL'S QUERY</b>	<b>BIDDER'S REPLY/ CONFIRMATION</b>
1.0	Confirm that your Bid is valid for <b>03 (Three) months</b> from the due date of opening of Techno-commercial Bid.	Confirmed
2.0	Confirm that Earnest Money Deposit (EMD) with validity as per bid stipulations have been submitted.	Confirmed
3.0	Confirm that the following documents are submitted with Part-I:	
a)	All documents as per CHECK LIST.	Confirmed
b)	Master Index of bidding document is submitted in unpriced part duly signed and stamped on each page.	Confirmed
c)	Addendum/ Amendments as a token of acceptance (Applicable, if issued).	Confirmed
4.0	Confirm that price has been submitted / uploaded in a separate folder provided in the e-tender portal.	Confirmed
5.0	Schedule of Rates/Price	
a)	Confirm that rate/ price has been quoted for all items of SOR.	Confirmed
b)	Confirm that the quoted price is for complete scope of work/services, supply of all material, labour, consumables etc. as applicable as per the Scope of Work.	Confirmed
c)	Confirm that deviation/terms & conditions are not mentioned in the price part. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void.	Confirmed
6.0	Confirm your compliance to critical stipulations/bid conditions of Bidding Document as mentioned in ITB.	Confirmed
7.0	Confirm that you have studied complete Bidding Document including Technical and Commercial part and your Bid is in accordance with the requirements of the Bidding Document.	Confirmed
8.0	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	Confirmed

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
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
11.0	Confirm that your quoted price includes all taxes, duties as applicable for this Work <b>excluding Service Tax</b> in accordance with the provision of GCC and SCC.	Confirmed
12.0	Confirm that your quoted price includes all types of insurance as per the provisions of GCC and SCC.	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, 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 that you have proposed adequate equipment deployment and project/site organisation with qualified supervisory personnel having requisite experience including personnel responsible for safety, planning, stores, QA/QC etc. Also, the same shall be augmented in case of work requirement and as required by Engineer-in-Charge to complete the work within schedule.	Confirmed
15.0	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
16.0	Confirm that Bidder is not involved in any Litigation/ Arbitration with OWNER. In case of Litigation / Arbitration, if any, please furnish information about the same.	Confirmed
17.0	Confirm that Bidder is not under Liquidation, court receivership or similar proceedings.	Confirmed
18.0	Confirm that Details of Service Tax (FORM-SP1) of Schedule of Rates is filled up and submitted in Price Part of the bid.	Confirmed
19.0	Confirm that un-priced copy of FORM-SP0 & SP1 indicating required details (without prices) have been submitted in un-priced part of the Bid.	Confirmed

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_

**PERFORMANCE BANK GUARANTEE**  
**[ Proforma of Bank Guarantee for Security Deposit ]**

(On Non-Judicial Stamp Paper of appropriate value)

To  
M/s Engineers India Ltd.  
125/1, Park Street,  
A.G.Towers- 5<sup>th</sup> Floor,  
Kolkata- 700 017.

B.G. NO. : \_\_\_\_\_  
AMOUNT : \_\_\_\_\_  
DATE : \_\_\_\_\_  
VALID UPTO: [UPTO CONTRACT PERIOD + DEFECT  
LIABILITY PERIOD + CLAIM PERIOD]  
CLAIM PERIOD: [UPTO 3 MONTHS BEYOND CONTRACT  
PERIOD + DEFECT LIABILITY PERIOD]

IN CONSIDERATION OF 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](#) and Regional Office at A.G. Towers-5<sup>th</sup> Floor, 125/1, Park Street, Kolkata- 700 017. (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) having awarded the work \_\_\_\_\_ (Name of work) (hereinafter referred to as “the Contract” which expression shall include any subsequent amendments/alterations thereto) to M/s \_\_\_\_\_ (Name of Contractor), a partnership firm/sole proprietor business/a Company registered under the Companies Act, 1956 having its registered office at \_\_\_\_\_ (complete address) (hereinafter referred to as “the Contractor” which expression unless repugnant to its meaning or context thereof, shall include its executors, administrators, successors and permitted assignees) and as per the terms and Conditions of the Contract, upon the condition of the Contractor’s furnishing security deposit for the performance of the Contractor’s obligations and/or discharge of the Contractor’s liability under and/or in connection with the Contract upto a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) amounting to 10% ( Ten Percent only) of the total Contract value (or as specified in the Bidding Document).

We, \_\_\_\_\_ Bank, a body corporate registered/constituted under the laws of \_\_\_\_\_, having its registered office at \_\_\_\_\_ (hereinafter referred to as “the Bank” which expression shall include it’s successors and assignees) hereby jointly and severally undertake and guarantee to pay to the Company forthwith on demand in writing and without protest or demur of any and all moneys payable by the Contractor to the Company under, in respect of or in connection with the Contract inclusive of all the Company’s losses and damage and costs, (inclusive between attorney and client) charges, and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Company to the Bank with reference to this Guarantee up to an aggregate limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and the Bank hereby agrees with the Company that :

1. This Guarantee/Undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Company and liabilities of the Contractor arising up to and until midnight of \_\_\_\_\_ (Date).
2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Company may now or any time otherwise have in relation to the Contractor’s obligation/liabilities under and/or connection with the Contract, and the Company 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 Company to enforcing or requiring enforcement to any other security shall have the effect of releasing the Bank from it’s full liability hereunder.
3. The Company shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Contractor’s obligation and/or liabilities under or in connection with the Contract and to vary the terms and conditions of the Contract or to grant time extension and/or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the

total Contract value or to release or to forebear from enforcement of all or any of the obligations of the Contractor under the Contract and/or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with the Contractor or release of forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

4. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money/ claims/ demand payable to the Company in terms hereof.
5. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms hereof shall not be otherwise affected or suspended by reason of any dispute having been raised by the Contractor (whether or not pending before any arbitrator, officer, tribunal or court) or any denial of liability by the Contractor or any other order of communication whatsoever by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
6. The amount stated in any notice of demand addressed by the Company to the Bank as liable to be paid to the Company by the Contractor or as suffered or incurred by the Company on account of any losses or damages or costs, charges and/or expenses shall be as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be, and payable by the Bank to the Company, in terms hereof.
7. Notwithstanding anything contained herein before, the Bank's liability under this guarantee unless amended further, is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in aggregate and it will remain in force till the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_, unless extended further. Unless a claim or demand in writing is made against the Bank under the guarantee before the expiry of \_\_\_\_\_ months from the aforesaid date, i.e. before the \_\_\_\_\_ day of 200\_\_\_\_\_, all rights under this guarantee shall be forfeited and the Bank shall be relieved of and discharged from all liabilities hereunder.
8. The Bank has power to issue this Guarantee in favour of the Company in terms of the documents and/or the agreement/contract or MOU entered into between the Contractor and the Bank in this regard.

IN WITNESS whereof, the Bank \_\_\_\_\_ has executed this document at \_\_\_\_\_ on \_\_\_\_\_ (Date).

\_\_\_\_\_  
 (FOR & ON BEHALF OF \_\_\_\_\_ BANK)  
 (By its constituted attorney)  
 (Signature of a person authorised to sign on behalf of the Bank)

(Seal of Bank)

WITNESSES:

- |    |             |   |  |
|----|-------------|---|--|
| 1. | SIGNATURE   | : |  |
|    | NAME        | : |  |
|    | DESIGNATION | : |  |
| 2. | SIGNATURE   | : |  |
|    | NAME        | : |  |
|    | DESIGNATION | : |  |

**CONTRACT AGREEMENT**

(TO BE TYPED ON NON-JUDICIAL STAMP PAPER OF Rs. 100/-)

This Agreement (which shall include its subsequent Amendment(s), if any), effective on \_\_\_\_\_ [EFFECTIVE DATE OF CONTRACT], is executed for \_\_\_\_\_ [NAME OF WORK / SERVICE (Bidding Document No. \_\_\_\_\_)], by and between :

**M/s ENGINEERS INDIA LTD.**, A Government of India Company registered under the Companies Act, 1956 having its Regional Office at A.G.Towers (5<sup>th</sup> Floor), 125/1, Park Street, Kolkata – 700 017 (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 company registered under \_\_\_\_\_ having its registered office at \_\_\_\_\_ [Full Address](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.

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 GCC / SCC/ 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 condition of the bidding document shall be applicable for this Agreement.

In witness whereof the parties have executed this Agreement on \_\_\_\_\_ [Day] of \_\_\_\_\_ [Month], \_\_\_\_\_ [Year].

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 two witnesses :

\_\_\_\_\_  
Name :  
Designation :  
Date :

\_\_\_\_\_  
Name :  
Designation :  
Date :

\_\_\_\_\_  
Name :  
Designation :  
Date :

\_\_\_\_\_  
Name :  
Designation :  
Date :

**E-TENDERING METHODOLOGY**

**Instructions for Online Bid Submission:**

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

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

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

**REGISTRATION**

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

**SEARCHING FOR TENDER DOCUMENTS**

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

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

#### **PREPARATION OF BIDS**

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

#### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, with in 7 calendar days of the date of Unpriced bid opening. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.



- 5) A Price Bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price Bid file, open it and complete the cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Bid file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **RETENDER**

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

#### **WITHDRAWAL OF BID**

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

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 x 7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800-3070-2232 and Mobile Nos +91-7878007972, +91-7878007973.

**SPECIAL CONDITIONS  
OF  
CONTRACT**

## **INDEX TO SPECIAL CONDITIONS OF CONTRACT**

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1.0	DEFINITIONS
2.0	SECURITY AND SAFETY RULES
3.0	DISCIPLINE
4.0	INDEMNIFY
5.0	PROHIBITION
6.0	CONTRACTOR'S OBLIGATION
7.0	SUPERVISION
8.0	PAYMENT OF TAXES
9.0	INSURANCE POLICIES
10.0	CONTRACT PERIOD
11.0	SECURITY DEPOSIT
12.0	BILLING AND PAYMENTS
13.0	PENALTY
14.0	TERMINATION OF THE CONTRACT
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26.0	ORDER OF PRECEDENCE
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28.0	DEFECT LIABILITY PERIOD

# **SPECIAL CONDITIONS OF CONTRACT**

## **1.0 DEFINITIONS**

In this contract, as hereinafter defined, the following words and expressions shall have the same meanings hereby assigned to them except where the context otherwise required.

The "OWNER / COMPANY" shall mean Engineers India Limited (EIL) a company incorporated in India having its Regional Office at A.G. Towers (5<sup>th</sup> Floor), 125/1, Park Street, Kolkata – 700 017. The term OWNER includes its successors, assignees of EIL.

"Contractor" shall mean the bidder / tenderer selected by the EIL for providing the subject work under the terms and conditions of this bidding / tender document, and shall include the successors and permitted assignees of the Contractor.

## **2.0 SECURITY AND SAFETY RULES**

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. 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. Contractor shall also ensure to engage persons by him whose character and antecedents have been got verified by him and furnish a certificate in this regard to EIL.

## **3.0 DISCIPLINE**

Employee(s) / labourers engaged / deputed for the subject job by the contractor shall maintain punctuality and discipline. If any employee(s) / labourers engaged by the contractor is found to be indisciplined, misbehaving with EIL's, authorised representatives and / or officer / staff under the influence of any intoxicant, EIL may ask the contractor to replace such Employee(s) / labourers and the Contractor shall then forthwith comply with such instruction.

## **4.0 INDEMNITY**

As per relevant provision provided in General Condition of Contract.

## **5.0 PROHIBITION**

The contractor shall ensure that its employee(s)/ workers/ labourers refrain from smoking or consuming liquor or carrying any inflammable substances etc., inside the office premises of EIL, while on duty with EIL.

## **6.0 CONTRACTOR'S OBLIGATION**

The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund & Miscellaneous Act, 1952, Employees Pension Scheme, 1995, ESI Act 1948, Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Workmen's Compensation Act 1923 Works Contract Act, 1999 and other relevant Acts, Rules and Regulations in force and as amended from time to time and are in force in the State where the subject work under this Contract are executed.

## **7.0 SUPERVISION**

The contractor shall ensure regular and effective supervision of the personnel deployed by him.

## **8.0 PAYMENT OF TAXES**

The contractor shall be fully and exclusively responsible for the payment (and liable for all consequences in the event of default) of any and all taxes, duties, levies, CESS, now or hereafter imposed, increased or modified from time to time in respect of the above job and all contributions and taxes for un-employment compensation, insurance and old age pensions and amenities now or hereafter imposed by any law of the Government / local bodies which are imposed with respect to or covered by the wages, salaries or other compensation paid to the persons employed by the contractor. EIL shall have no liability whatsoever concerning the employees / workers/ labourers of the contractor. The contractor shall keep EIL indemnified against all losses or damage or liability arising out of or imposed in the course of employees.

## **9.0 INSURANCE POLICIES**

The Contractor shall at his own cost and initiative take out and maintain at all times until the close out 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. Should the Contractor fail to take out and / or keep afoot insurance as provided for in the foregoing paragraph, EIL shall be entitled (but without any obligation to do so) to take out and / or keep afoot such insurance at the cost and expense of the Contractor and without prejudice to any other rights or remedies of EIL in this behalf, to deduct the sum(s) incurred thereof from any amounts due to the Contractor.

## **10.0 CONTRACT PERIOD**

The Contract Period for this work/services shall be as mentioned in Letter Inviting Bid (LIB).

## **11.0 SECURITY DEPOSIT**

The Security Deposit shall be furnished by the successful Bidder as mentioned in General Conditions of Contracts as per clause 5.0.

## **12.0 BILLING AND PAYMENTS**

The Contractor shall submit the monthly Invoices of the services/works rendered by them.

After verification of details, the Invoice shall be forwarded to Finance & Accounts Deptt. for release of payment within 30 days of receipt of Invoice.

## **13.0 PENALTY**

In addition to other provisions in this Bidding Document, Penalty for failure to execute the Contract / Unsatisfactory execution of Contract shall be as per "Scope of Services" Document (if specified therein) enclosed with the Bidding Document.

## **14.0 TERMINATION OF THE CONTRACT**

As per relevant provision provided in General Condition of Contract.

## **15.0 TAXES & DUTIES**

15.1 The Bidder should quote firm prices/ rates inclusive of all Taxes, Duties, and other Levies as applicable for such services, excluding service tax. The details of Service Tax including Cess shall be furnished in Form SP-1 of Schedule of Rates (SOR).

All taxes and duties etc. now or hereafter imposed, increased modified from time to time in respect of subject work shall be included in the quoted unit rate /prices, however, statutory variation in Service Tax if any, shall be to EIL's account and shall be paid to the Contractor against documentary evidence.

15.2 INCOME TAX

a) Income Tax deduction shall be made from all payments made to the Contractor as per rules & regulations in force in accordance with the Income Tax Act prevailing from time to time & TDS Certificate shall be provided to the Contractor.

b) Corporate Tax Liability, if any, shall be to Contractor's account.

## **16.0 GOVERNING LAWS & JURISDICTION**

The terms and provisions of this Contract shall be governed and interpreted in accordance with the laws of India in force and is subjected to and referred to the court of law located at Kolkata which shall have exclusive jurisdiction.

## **17.0 SCOPE OF WORK/SERVICES**

The Scope of Work / Services shall be as per "Scope of Services" document provided elsewhere in the Bidding Document.

## **18.0 CONTRACT AGREEMENT**

The successful Bidder shall be required to execute a Contract Agreement with EIL as per proforma attached with this document on the non-judicial stamp paper of Rs. 100/- to be purchased from Kolkata. The cost of stamp paper shall be borne by Contractor.

## **19.0 ENGINEER-IN-CHARGE**

General Manager, EIL, Regional Office, Kolkata, shall be the Engineer-in-Charge for this work.

## **20.0 COMPLIANCE OF EXISTING LAWS FOR ENGAGEMENT OF LABOUR**

The contractor shall exclusively be liable for non-compliance of the provision of any acts, laws, rules and regulations having bearing over engagement of labour's, directly or indirectly for subject work under this contract.

## **21.0 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 for 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 by 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 guidelines of the Govt. of India.

## **22.0 MOBILISATION ADVANCE**

No mobilization advance shall be paid for this work/service.

## **23.0 MODIFICATIONS TO GCC**

23.1 Clause No. 6.3 “FORCE MAJEURE” stands replaced by following:

23.2 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.

23.3 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.

- 23.4 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.
- 23.5 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.
- 23.6 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.
- 23.7 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.
- 23.8 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.
- 23.9 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.

#### **24.0 FRAUDULENT PRACTICES :-**

The Owner requires that Bidders/ Vendors/ Contractors observe the highest standard of ethics during the award/ execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the Owner, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the owner of the benefits of free and open competition.

- a) The Owner will reject a proposal for award if it determines that the bidder recommended for award has engaged in fraudulent



practices in competing for the Contract in question.

Bidder is 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/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.

- b) In case, the information/ document furnished by the Bidder/ Vendor/ Contractor forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, Owner shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder/ Vendor/ Contractor without any prejudice to other rights available to Owner under the contract such as forfeiture of CPBG/ Security Deposit, withholding of payment etc.
- c) In case, this issue of submission of false documents comes to the notice after execution of work, Owner shall have full right to forfeit any amount due to the bidder/ Vendor/ Contractor along with forfeiture of CPBG/ Security Deposit furnished by the bidder/vendor/ contractor.
- d) Further, such bidder/ vendor/ contractor shall be put on Blacklist/ Holiday/ Negative List of owner debarring them from future business with Owner & EIL for a time period, as per the prevailing policy of Owner & EIL."

#### **25.0 CARTEL FORMATION :-**

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

#### **26.0 ORDER OF PRECEDENCE :-**

In case of contradiction between Special Conditions of Contract, Scope of Services and General Conditions, Special Conditions of Contract and Schedule of Rates, the following shall prevail in order of precedence:

- i) Detailed Letter of Acceptance alongwith Statement of Agreed Variations, if any and its enclosures such as Schedule of Rates etc.
- ii) Letter of Acceptance
- iii) Scope of Services/Works
- iv) Special Conditions of Contract
- v) General Conditions of Contract

#### **27.0 ABNORMALLY HIGH RATES (AHR) ITEMS**

Not applicable for this Bidding Document.

#### **28.0 DEFECT LIABILITY PERIOD**

The defect liability period shall be one month from the date of completion of contract subject to completion of all the formalities as per contractual provisions.

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Stamp & signature of Bidder

**ENGINEERS INDIA LIMITED**  
**REGIONAL OFFICE - KOLKATA**

**GENERAL CONDITIONS OF CONTRACT**  
**FOR**  
**INHOUSE CONTRACTS**

## GENERAL CONDITIONS OF CONTRACT

### 1.0 DEFINITION OF TERMS:

In the contract documents as herein defined where the context so admits, the following words and expressions will have the following meanings:

- (1) “The Owner” means Engineers India Limited(EIL) , a Company registered under The Companies Act 1956 having its Registered Office at - El Bhawan , 1 , Bhikaiji Cama Place , R.K. Puram , New Delhi – 110 066 & Regional Office Kolkata (ROK) at – A.G. Towers , 5<sup>th</sup> Floor , 125/1 , Park Street , Kolkata – 700 017 .
- (2) The “Contractor” means the person or persons, firm or company or corporation whose tender has been accepted by the Owner and includes the Contractor’s legal representatives, his successors and permitted assigns.
- (3) The “Officer-In-Charge” shall mean the Head – ROK / In-Charge (P&A), EIL-Kolkata, or his successor in office or his authorized Nominee who are expressly authorized by him to act for and on his behalf for operation of this contract.
- (4) The “Work” shall mean the works to be executed in accordance with contract or part there of as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the contract.
- (5) “Construction Equipment” means all appliances/equipment and things what so ever nature for the use in or for the execution, completion, operation or maintenance of the work or temporary works (as here-in- after defined) but does not include materials or other things intended to form or to be incorporated in to the work, or camping facilities.
- (6) “Site” shall mean the EIL Regional Office – Kolkata premises and/or other places on, under, in or through which the Works are to be carried out and any other lands or places provided by the owner for the purpose of the contract.
- (7) “Contract Documents” means collectively the tender documents, Designs, Drawings, Specification, schedule of quantities and Rates, Letter of Acceptance and agreed variations if any and such other documents constituting the tender and acceptance thereof.
- (8) The “Contract” shall mean the agreement between the owner and the contractor for the execution of the works including there in all Contract documents.
- (9) The “Specification” Shall mean all directions. Provisions the various technical specification, attached and referred to the tender documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works, as may be exemplified or modified by the Owner or Officer-in-charge during the performance of contract in order to provide for the unforeseen conditions or in the best interests of the work or worksheet shall also include the edition of relevant Indian standard specifications including all addenda / corrigenda published before entering into contract .
- (10) The “Drawings” shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the Officer-in-charge and such other drawing as may, from time to time be furnished or approved in writing by the Officer-in-charge.

- (11) The “Tender” means the proposal along with supporting documents submitted by the contractor for consideration by the owner.
- (12) The “Completion certificate” shall mean the certificate to be issued by the Officer-in – charge when the woks have been completed in accordance of CONTRACT DOCUMENT to his satisfaction.
- (13) “Temporary Works” shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
- (14) “Plans” shall mean all maps, sketches and layouts as are incorporated in the contract in order to define broadly the scope and the specification of the work or works, and all reproductions thereof.
- (15) “Notice in writing or written notice” shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise provide to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall to deemed to have been received in the ordinary course of post it would have been delivered.
- (16) “Approved” shall mean approved in writing including subsequent written confirmation of previous verbal approval and “Approval” means approval in writing including as aforesaid.
- (17) “Day” means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (18) “Working Day” means any day other than declared to be holiday or rest day by the owner.
- (19) “Week” means a period of any consecutive seven days.
- (20) “Value of contract” means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the contract rates as payable to the contractor for the entire execution and the full completion of the work.
- (21) “Language for Drawings and instruction” all the drawings, titles, notes, instruction, dimension, etc. shall be in English language.
- (22) “Mobilization” shall mean establishment of sufficiently adequate infrastructure by the contractor at “site” comprising of construction equipment, aids, tools tackles including setting of site offices at facilities such as power, water, communication, Establishing manpower organization comprising of Supervising personnel and adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site (s) , in accordance with the agreed time schedule of completion of work .

2.0 **GENERAL INFORMATION:**

2.1 (a) **Location of site :**

The proposed location of work site is defined in the LIB/ITB .

2.2 **Scope of work:**

The scope of work is defined in the LIB/ITB/Schedule of Rates and Technical specifications. The contractor shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the work till completion unless otherwise mentioned in the tender documents. All materials that go with the work shall be approved by Officer-in-Charge prior to procurement and use.

2.3 **Water supply:**

Contractor will have to make his own arrangements for supply of water for execution of work, if required. All pumping installation, pipe net work and distribution system will have to be carried by the contractor at his own cost.

Alternatively the owner at his discretion may endeavor to provide water to the contractor at the owner's source of supply provided the contractor make his own arrangement for piping network and arrangement from source of supply and distribution pipe network shall have the prior approval of the Officer-In-Charge, at mutually agreed rates which will be deducted from the running account bills.

However, the owner doesn't guarantee the supply of water and this does not relieve the contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.

2.4 **POWER SUPPLY:**

Owner will supply power at 400/440v subject to availability, at the nearest point from where the contractor will make his own arrangements for temporary distribution. All the works will be done as per IEA regulations and passed by the Officer-In-Charge. The temporary lines will be removed forthwith after the completion of the work or if there is any hindrance cause to the other work . The owner shall not, however, guarantee the supply of electricity and no compensation for failure or short supply of electricity will be entertained.

In case of damage of any of the Owner's equipment on account of fault, intentional or unintentional on the part of the contractor, the Owner reserves the right to recover the cost of such damage from the contractor's bill.

The total requirement of power with equipment wise breakup shall be indicated by the tenderer along with his tender.

The total requirement of power with equipment wise breakup shall be indicated by the TENDERER along with his TENDER.

3.0 **SPECIAL CONDITIONS OF CONTRACT:**

Special condition of contract shall be read in conjunction with the general conditions of contract, specification of work, Drawings and any other documents forming part of this contract wherever the contract so requires.

Where any portion of the general condition of contract is repugnant to or at variance with any provision of the special conditions of contract then, unless a different intention appears the provisions of the special conditions of contract shall be deemed to over ride the provisions of the general conditions of contract and shall to the extents of such repugnancy, or variations, prevail.

Wherever it is mention in the specification that the contractor shall perform certain work or provide certain facilities, it is understood the contractor shall do so at his cost.

The materials design and workmanship shall satisfy the relevant Indian standards, the job specifications contained herein and codes referred to. Where the job specifications stipulates requirements in addition to those contained in the standard code and specifications, these additional requirements shall also be satisfied.

4.0 **CONTRACTOR TO OBTAIN HIS OWN INFORMATION**

The contractor in fixing his prices, shall for all purposes whatsoever, shall be deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.

The contractor shall be deemed to have examined in the contract documents, to have generally obtain his own information his all matters whatsoever that might affect the carrying out of the works at the scheduled rates and have satisfied himself as to the sufficiency of his tender. Any neglect or omission or failure on the part of the contractor in obtaining necessary and reliable information upon the foregoing and any other matter affecting the contract shall not relieve him from any risks or liabilities or entire responsibility from the completion of the works at the schedule rates and times in strict accordance with the contract.

It is therefore, expected that should the contractor has any doubt as to the meaning of any portion of the contract DOCUMENT he shall set forth the particulars thereof in writing the owner in duplicate, before signing the contract. The owner will provide such clarification as may be necessary in writing the contractor, such clarification as provide by owner shall from part of contract documents.

No verbal agreement or interference from conversion with any employee of the owner either before, during or after the execution of the contract agreement shall in any way affect or modify any of the terms or obligations herein obtained.

5.0 **SECURITY DEPOSIT:**

The Contractor shall within 15 days of issue of LOA/FOA, deposit with the company an interest free Security Deposit (SD) for an amount equivalent to 10% of the contract value in the form of Bank draft/ Pay Order/ Bank Guarantee. 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 Defect Liability period plus three months for claim period. It shall be submitted as per the format included in the Bidding document.

5.1 Alternatively, Contractor shall have the option of converting the EMD into initial Security deposit. In such a case, Contractor shall, within 15 days of issue of LOA/FOA, 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.

5.2 In addition to the above initial security deposit, from each RA bills a differential amount in percentage (equal to 10% of estimated contract value minus EMD amount) shall be deducted towards security deposit. Thus, RA bill payments shall be released to the Contractor after deduction of the security deposit. Non-refundable interest shall be charged at the rate of SBI's PLR rate + 2%, from the date the BG towards security deposit becomes due and shall be chargeable on the reducing balance left after apportioning the SD amount accumulated from each running bill, till complete SD amount is recovered from the bills.

5.3 However, contractor shall have the option to submit a BG towards SD valid up to Defect Liability period plus three months for claim period, for an amount equivalent to 10% of contract value at any time during the pendency of the contract. 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.

- 5.4 In case contractor do not opt for submission of BG towards security deposit till completion of works, the amount retained on account of SD 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. The company reserves the right to deduct any amount due to the Company from the Security Deposit at the time of expiry of Contract/ Termination of Contract.
- 5.5 The Bank guarantee towards SD (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 schedule time for completion as per direction of the Engineer-in-Charge. In the event, if Contract Price is increased during the Contract Validity Period for any reason whatsoever, the value of the Bank Guarantee towards SD 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 estimated contract price and executed contract price shall be withheld/ deducted from the RA bills on account of increase in SD.
- 5.6 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.
- 5.8 In case Contractor does not furnish Bank guarantee towards security deposit as per clause 23.2.1 or does not exercise the option of converting EMD towards Initial security deposit as per clause 23.2.2 above, then the EMD submitted by the contractor shall be liable to be forfeited.
- 5.9 In case Contractor, after confirming that he 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, unless full amount of security deposit along with accrued interest thereon is recovered from the running bill.
- 5.10 Contract agreement shall be signed on receipt of CPBG from the contractor or a letter from him exercising the option of converting EMD into initial security deposit.
- 5.11 The Security Deposit submitted by the Contractor shall be released after 3(Three) months of defect liability period mentioned else where in the Bidding Document, subject to recovery, if any, as per provision of Bidding Document.

6.0 **TIME FOR PERFORMANCE:**

6.1 **TIME FOR MOBILISATION:**

The work covered by this contract shall be commenced within Seven (07) days after the receipt of the LETTER OF ACCEPTANCE OF TENDER and completed in stages on or before the dates as mentioned in the time schedule of completion of work. The contractor should bear in mind that time is the essence of this agreement. Request for revision of time schedule after tenders are opened will not receive consideration. The above period of Seven (07) days is included within the overall completion schedule, not over and above the completion time to any additional work or any other reasons.

6.2 **TIME SCHEDULE OF WORK :**

The general time schedule of work is given in the tender document. The work shall be executed strictly as per the time schedule given in the contract document which required includes the time required for mobilization, testing, rectification's if any, retesting and completion in all respects in accordance with Contract document to the entire satisfaction of the Officer-In-Charge.

### 6.3 **FORCE MAJEURE:**

Any delays in or failure of the performance of either party hereto shall not constitute default hereunder which gives rise to any claims for damages, if any to the extent such delays or failure of performance is caused by occurrence of events such as Acts of God or the public enemy expropriation or confiscation of facilities by government authorities, acts of war, rebellion, sabotage of fires, floods, explosions & riots.

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 its 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.

Upon completion of the event of Force Majeure the Affected Party must as soon as reasonably practicable recommends 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.

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.

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.

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.

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.

### 6.4 **EXTENSION OF TIME:**



If the contractor desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other grounds he shall apply in writing to the Officer-In-Charge within ten days of the date of hindrance on account of which he desires such extension as aforesaid, and the Officer-In-Charge shall, if in his opinion (which shall be final) reasonable grounds have been shown therefore, authorized such extension of time as may, in his opinion be necessary or proper without any extra cost/liability of the owners.

6.5 **COMPENSATION FOR DELAY(LIQUIDATED DAMAGES):**

Refer Clause 4.30 of Doc. No. 8552/8518-Admn-001.

7.0 **RIGHTS OF THE OWNER TO FORFEIT SECURITY DEPOSIT:**

Whenever any claim against the contractor for the any payment of a sum of money arises out of or tender the contract, the owner shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor. In the event of security deposit being in sufficient or if no security deposit has been taken from the contractor, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which, at any time there after may become due to the contractor,. The contractor shall pay to the owner on demand any balance remaining due.

8.0 **SUB-LETTING OF WORK:**

No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation whosoever without prior consent in writing, of the Owner.

9.0 **NOTICE:**

Any notice hereunder may be served on the contractor or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the contractor. Proof of issue of any such notice could be conclusive of the contractor having been duly in formed of all contents therein.

10.0 **DELAYS BY OWNER OR HIS AUTHORISED AGENTS:**

In case the Contractor's performance is delayed due to any act or omission on the part of the owner or his authorized agents, then the contractor shall be given due extension of time for the completion of the work, to the extent such omission on the part of the Owner has caused delay in the contractor's performance of his work.

No adjustment in contract price shall be allotted for reasons of such delays and extensions granted, except as provided in tender, where in the owner reserves the right to seek indigence of contractor to maintain the agreed time schedule of completion. In such an event the contractor shall be obliged to arrange for working by contractor's personal for additional time beyond stipulated working hours as also on Sundays and holidays and achieve the completion date interim targets.

11.0 **REPRESENTATIONS AND WARRANTIES**

General **Representations and Warranties**

The Contractor makes the following representations and warranties to EIL each of which is true and correct during 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;

#### **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 Practice;
- (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;
- (c) the Works will be fit for their intended purpose as described in, or reasonably inferable from, the Contract;
- (d) the Works will comply with all Applicable Laws.

#### **12.0 LANGUAGE AND MEASURES:**

All documents pertaining to the contract including specification, schedules, Notices, correspondence, Operating, and maintenance, instructions, drawings, or any other thing shall be written in English language. The metric system of measurement shall be used in the contract unless otherwise specified.

#### **13.0 EXECUTION OF WORK:**

All the works shall be executed in strict conformity with the provisions of the. Contract documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the contractor by the Officer-In-Charge whether mentioned /in the contract .The contractor shall be responsible for ensuring that works through out are executed in the most substantial, proper and workmanlike manner with the quality material or workmanship in strict accordance with the specification and to the entire satisfaction of the Officer-In-Charge.

The contractor shall provide all necessary materials, equipment, labour, etc. for execution and maintenance of work till completion unless otherwise mentioned in the contract.

**14.0 CO-ORDINATION AND INSPECTION OF WORKS:**

The coordination and inspection of the day to day work under contract shall be the responsibility of the Officer-In-Charge. The written instruction regarding any particular job will normally be passed by the Officer-In-Charge or his authorized representative. A work order book will be maintained by the contractor for each sector in which the aforesaid written instruction will /be entered. These will signed by the Contractor or his authorized representative by way of acknowledgement within 12 hours.

**15.0 WORK ON SUNDAYS AND HOLIDAYS:**

For carrying out of work on Sundays, and holidays, and the contractor will approach the Officer-In-Charge or his representative at least two days in advance and obtain permission in writing.

“The contractor shall observe all labour laws and other statutory rules and regulations in force . In case of any violation of such laws, rules and regulations, consequence if any , including the cost thereto shall be exclusively borne by the contractor and owner shall have the no liability whatsoever on this account.”

**16.0 INSPECTION OF WORKS :**

The Officer-In-Charge will have full power and authority to inspect the work at any time wherever in progress either on Site or at the Contractor's premises/workshop wherever situated .

**17.0 ASSISTANCE TO THE ENGINEER-IN-CHARGE :**

The Contractor shall make available to the Officer-In-Charge free of cost all necessary instruments and assistance in checking and setting out of works and in the checking of any works made by the contractor for the purpose of setting .out and taking measurements of work.

**18.0 SAFETY CODE**

CONTRACTOR shall adhere to safe construction practice and guard against hazardous, and un safe working conditions and shall comply with the owner's safety rules as set forth herein. Prior to start of construction, CONTRACTOR will be furnished copies of Owner's "safety code" for information and guidance, if it has been prepared.

**19.0 TERMINATION**

**19.1 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.

**19.2 Termination Due to Contractor's Default**

The Contract may be terminated by 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 issuing 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 / Security Deposit;
- (g) commits any default under any Applicable Law.

19.3 If the Contractor fails to remedy or rectify the default stated in the notice issued by EIL under Clause 19.2 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). However, in case of events specified in Clause 19.2 (b) and (d), EIL shall be entitled to immediately terminate the Contract without giving any notice to the Contractor.

#### 19.4 **Procedure on Termination**

19.4.1 Upon termination of the Contract under Clause 19.3:

- (a) EIL may complete the Works and/or arrange for other entities to do so at the risk and Cost 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;

- (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.

19.4.2 Upon termination of the Contract under Clause 19.3, 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;
- (d) to the extent legally possible assign or novate to EIL all right, title and benefit 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.

19.4.3 Notwithstanding anything contained in Clause 19.4.2 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.

## 19.5 **Payment on Termination**

19.5.1 If the Contract is terminated under Clause 19.1, 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 force majeure, 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 19.1 or as instructed by EIL pursuant to Clause 19.4.3; and
- (c) if the Contract is terminated in accordance with Clause 19.1, 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 19.5.1 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 19.1 or Clause 16.7.

- 19.5.2 If the Contract is terminated under Clause 19.3, 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.
- 19.5.3 Upon all cost, damages, loss and/or expense being ascertained under Clause 19.5.2, 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.
- 19.5.4 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 19.5.3,
- (a) is a positive amount payable to the Contractor, then EIL must pay such amount to the Contractor within 15(fifteen) Business Days of the issuance of the certificate pursuant to Clause 19.5.3; 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.

## **20.0 Corrupt and Fraudulent Practices**

- 20.1 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.
- 20.2 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 to deprive EIL of the benefits of free and open competition.

- (c) “False/Fake” means to make or construct falsely. “Faked alibi” is a made, manufactured, or false alibi. Something that is not what is purports to be; counterfeit, an imposter.
  - (d) “Forgery” means the false making or the material altering of a document with the intent to defraud. A signature of a person that is made without the person’s consent and without the person otherwise authorizing it. 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. Utters any writing which he knows to be false in a manner specified in (i) & (ii) above.
- 20.3 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.
- 20.4 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.
- 20.5 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.
- 20.6 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.

## **21.0 Liability of Government of India**

- (a) It is expressly understood that Govt. 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.

## **22.0 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.

- 22.1 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.

- 22.2 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.
- 22.3 Notwithstanding anything in the Contract to the contrary, no liabilities owed by the Contractor to EIL that is covered by insurance obtained by the Contractor or EIL is included in the Contractor's aggregate liability for the purpose of determining the limit of the Contractor's liability under the Contract.
- 22.4 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.

**22.5 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.

**23 DISPUTE RESOLUTION**

- 23.1.1 If any disagreement arises out of or in connection with the validity, application or interpretation of the Contract (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.
- 23.1.2 In the event that any Dispute is unable to be resolved between the Parties pursuant to Clause 23.1.1 within 21 (twenty-one) days of receipt of the notice under Clause 23.1.1, then such Dispute shall be referred to arbitration.
- 23.1.3 The arbitration will be conducted as per the 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 /Kolkata (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.



- 23.1.4 Responsibility of payment for all costs of arbitration, excepting counsel fees, shall be as per the arbitration award.
- 23.1.5 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 23.
- 23.1.6 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.

## 23.2 **Settlement of dispute between Govt. Dept./ Public Sector Undertaking**

- (c) "If the Contractor is a CPSU or CPSE or is a Govt. Department, 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), 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 by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises in line with applicable OPE guidelines for settlement of commercial disputes between CPSEs or between CPSEs & Government Departments issued by Department of Public Enterprises and as modified from time to time. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the arbitrator shall be binding upon parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator."

## 24 **CONTRACTOR'S PERSONNEL**

The Contractor shall make arrangements for the engagement of staff and labour 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.

The Contractor shall designate and propose suitable, adequately skilled and qualified persons as key personnel ("**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.

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.

Employee(s) / labourer(s) engaged / deputed for the subject job by the Contractor shall maintain punctuality and discipline. If any employee(s) / labourer(s) engaged by the Contractor is found to be undisciplined, misbehaving with EIL's authorized representatives and / or officer / staff under the influence of any intoxicant, EIL may ask the Contractor to replace such Employee(s) / labourer(s) and the Contractor shall then forthwith comply with such instruction.

The Contractor shall ensure that its employee(s) / labourer(s) refrain from smoking or carrying any inflammable substances etc., inside the office premises of EIL, while on duty with EIL.

The Contractor shall make itself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. During the Contract Validity Period no extra amount in this regard shall be payable to the Contractor, for any reason whatsoever.

In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor or any of its Subcontractor 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 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.

The establishment of the Contractor and its sub-contractors 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 Acts 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 months. 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 contribution to provident fund. 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.

The Contractor and 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.

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.

Without prejudice to the generality of the scope mentioned 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.

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.

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.

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.

If, the Contractor directly or through petty contractors or 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.

The Parties hereto agree that the employment of the personnel and/or workmen by the Contractor, Subcontractor in relation to the execution of the Works shall not constitute any EIL-employee relationship between EIL and such personnel and/or workmen as employed by the Contractor and the Subcontractor in relation to the execution of the Works.

The Contractor shall at his own cost and initiative take out and maintain at all times until the close out 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 the Workmen's Compensation Act, 1923. Should the Contractor fail to take out and / or keep afoot insurance as provided for in the foregoing paragraph, EIL shall be entitled (but without any obligation to do so) to take out and / or keep afoot such insurance at the cost and expense of the Contractor and without prejudice to any other rights or remedies of EIL in this behalf, to deduct the sum(s) incurred thereof from any amounts due to the Contractor.

## **25 MISCELLANEOUS**

### **Assignment**

The Contractor shall not assign, novate or charge the whole or any part of the Contract or create any encumbrance over 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.

### **Severability**

If any provision of the Contract shall be 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 failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

### **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.

### **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.

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## ADMINISTRATION DIVISION

### TENDER FOR

## GENERAL CLEANING & HOUSEKEEPING SERVICES

### AT

EIL OFFICE 4<sup>TH</sup> & 5<sup>TH</sup> FLOOR, A.G TOWERS,  
PARK STREET, KOLKATA

**ENGINEERS INDIA LIMITED**

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2      29/04/2014      Issued for bidding

Rev. No	Date	Purpose	Prepared by	Reviewed by	Approved by
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**Detailed scope of services, terms and conditions for providing General cleaning and Housekeeping services for EIL office premises located at 4<sup>th</sup> & 5<sup>th</sup> Floor , A.G Towers, 125/1, Park Street, Kolkata - 700017**

**1.0 Working Hours**

EIL timings are from 8.30 A.M. to 5.00 P.M. Monday through Friday. The services are required for six days in a week from Monday to Saturday as under:

Supervisor (1)	- Semi Skilled	- 08:30 AM to 05:00 PM
Photocopier (1 Male)	- Semi-Skilled	- 09.00 AM to 01.00 PM & 02.00 PM to 06.00 PM
Cleaner (4 Male)	- Un-Skilled	- 07.00 AM to 11.00 AM & 03.00 PM to 07.00 PM
Cleaner (1 Male)	- Un-Skilled	- 10.00 AM 6.30 PM (2.00TO 2.30 PM LUNCH BREAK)

For cleaning of total area of 13,800 sq. ft. (4600 in 4<sup>th</sup> floor & 9200 in 5<sup>th</sup> floor) mechanically, it is presumed approx. 5 Nos. of cleaning staff will be required at present in addition to 1 supervisor and 1 photocopier. However additional manpower, if required, in case of accumulation of job on the part of the Bidder shall be supplied without any extra claim.

**2.0 Scope and Nature of services**

The approximate area to be covered under the contract is given below;

**E.I. L. office**

Sr. No.	Floor	Total Area (Sq. Ft.) approx.	No. of Toilets Gents + Ladies
1.	4 <sup>th</sup> Floor	4600	3 + 2
2.	5 <sup>th</sup> Floor	9200	5 + 2
	<b>Total</b>	<b>13800</b>	<b>8 + 4</b>

**3.0 Contract Period**

The contract shall be for a period of two years. The effective date shall be mentioned in the Letter of Intent (LOI)/Detailed Letter of Acceptance (DLOA). However, the Contract may be extended for a further period of one year on same rates, terms and conditions of the contract subject to satisfactory performance of work and with mutual agreement.

**4.0 General Terms and Conditions**

- 4.1 The Agency / Bidder whose tender may be accepted shall have to obtain labour licence from appropriate authority, as if applicable for employment of skilled/semi skilled & unskilled manpower for contract services.
- 4.2 The Bidder shall comply with all labour laws/statutory regulations applicable to him or which might become applicable to the Central Government with regard to performance of the work including but not limited to the Minimum wages Act. Workmen compensation Act etc. from time to time and take such steps as may be deemed necessary in this regard. In addition, Bidder shall provide insurance cover and pay bonus as applicable under labour laws to all his personnel.

- 4.3 It may please be noted that the bidders will have to substantiate the bidding value by giving the exact expenditure on labourers, the cost of materials and service charges in the format as indicated in **Schedule of Rates** enclosed.
- 4.4 EIL (herein after called the company) shall have no liability, whatsoever in respect of workers to be deployed by the Bidder for execution of the contract. Bidder will be held fully responsible for any consequences as a result of such dispute.
- 4.5 The Bidder shall be fully responsible for payment of wages, or any other benefits under various labour laws/Acts applicable to and or the personnel employed by him. In case the Bidder fails to discharge any of his legal obligations and liability, the company shall deduct from monthly bills and or security deposit and discharge the liability on behalf of the Bidder as Principal Employer. The Bidder shall be responsible to make payment to his workers/employees in respect of their salaries/wages in currency notes/through Bank Cheque latest by 7<sup>th</sup> of each month in presence of authorised representative of EIL and a copy of proof of payment to be submitted to EIL. The rates of wages shall be in conformity with the Central Govt. Minimum Wages Act and other statutory provisions. Certificate from each labour towards disbursement of salary is a must for clearance of invoices for the next month. Any financial burden arising out of dispute between him and his employees shall be borne by the Bidder.
- 4.6 Bidder shall be solely responsible for all payment and other benefits to workers under any of the existing labour laws or which might become payable through modifications of existing labour legislation, or by orders of the Government. The company shall have no liability, whatsoever, in this regard. However, any Govt. levy subsequent to submission of offer shall be reimbursed on production of original receipt.
- 4.7 The Bidder shall not lease/transfer/sublet/appoint Bidder for the services without prior permission of EIL in writing. If the Bidder does so, the contract shall stand terminated and the security deposit shall be forfeited.
- 4.8 No other person except the Bidder's personnel deployed at EIL office shall be allowed to enter the premises.
- 4.9 The Bidder's personnel shall be polite, courteous and well behaved.
- 4.10 The Bidder's personnel shall not mix up or establish close contacts with company's employees and do any undue favour or any private work other than their normal duties during the specified working hours.
- 4.11 The Bidder's personnel accepting any tips from company's employees shall be removed from company's premises and not allowed to work from the date of such an incident.



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- 4.12 The Bidder's personnel shall not disturb the Company employees and or any undesirable and/or abusive language while dealing with them. If any such incident is reported, the Bidder shall be held fully responsible for its consequences. The Bidder shall be liable to take action against its erring personnel.
- 4.13 The Bidder's personnel shall not make any sort of nuisance/noise including shouting slogans etc. in the Company's premises. They will be dressed properly at all times while in Company premises.
- 4.14 The Bidder's personnel shall not enter into any unlawful activity, within the Company premises and shall have good moral. Bidder's personnel shall not indulge in any unlawful activities including demonstrations, slogans shouting and or any other acts which hamper peaceful working of the premises.
- 4.15 The Bidder shall verify the character and antecedent of the personnel to be employed by him and shall furnish a certificate to this effect at the beginning of the contract and whenever there is any change in the employment status.
- 4.16 Bidder shall submit particulars of workers to EIL for issue of entry passes to each and every worker deployed for regulating their entry in EIL premises. Workers shall also be liable to physical search and other security checks at any time by EIL's security staff. Bidder's workers shall fulfil all obligations and system set by Company in regard to security, attendance systems etc.
- 4.17 Bidder shall have his personnel examined and medically checked prior to their deployment. Any person found medically unfit shall not be deployed. In case any person deployed by Bidder is observed medically unfit, the person shall be removed from duty. The Bidder will also not engage any person having criminal background.
- 4.18 Bidder shall maintain full particulars of workers deployed including their residential addresses and photographs and furnish the same before deployment and also in case of any changes in the manpower .
- 4.19 All safety/security provisions laid down by company are to be followed strictly.
- 4.20.1 Bidder shall submit, but not limited to, the following documents to the Officer-in-charge at the beginning of the contract and subsequently whenever there is a change of status:
- Labour License if applicable
- Insurance Covers for workers employed
  - Photocopies of ESI cards valid for ESI dispensaries at Kolkata in respect of workers employed.
  - Temporary as well as permanent residential addresses of the workers employed along with a recent passport size photograph.
  - Certificate verifying the character and antecedent of the workers employed as per clause 4.16
  - Valid Bank Guarantee as stipulated in the contract elsewhere

4.20.2 The following statutory elements shall also be include to determine the Minimum Wages:

01. Provident Fund @ 12%
02. E.S.I. @ 4.75%
03. Bonus @ 8.33%
04. Gratuity @4.81%
05. Leave with Wages for 15 days in a year
06. E.D.L.I. and Administration charges 1.61%

4.21.1 Bidder shall be required to submit bills in duplicate on Monthly basis for the services rendered i.e. before 10<sup>th</sup> of the following month along with wage register and proof for having remitted ESI/PF contributions to the concerned authorities. The payment will be released within 15 days from the date of receipt of the Bill. The bills shall be made separately for supplies at actual and work done along with proofs duly certified.

1 The Bidder shall attach a photocopy of this challan along with a statement indicating the names and PF numbers of the workers in respect of whom this challan has been tendered. **Bidder shall also submit Annual Return giving the details of PF deposited of their workmen in EPF Office and copy to us by 1<sup>st</sup> week of July of each year and PF slips thereof.**

2 Photocopy of the challans in respect of contributions made to ESI authorities.

A copy of the Wage Register along with a certificate that wages have been paid as per the prevalent central minimum wages for the category of workers deployed.

A self-certified copy of the attendance register for the concerned month.

4.21 It is necessary that the Bidder shall obtain once in every 6 months, PF statements from the PF authorities, in respect of each and every worker(s) engaged by the agency/ Bidder during the contractual period, and submit the same to Officer-in-Charge for verification & records.

4.22 The Bidder shall be solely responsible for any and all such payments to his personnel that might become applicable under any law, agreement during the currency of the contract.

4.23 EIL will in no way be liable to pay to the Bidder any claims whatsoever other than the monthly bills.

4.24 In case the services are not provided for any reason, whatsoever, on any day or part thereof, company shall have the right to obtain the services from another agency and recover the cost thereof from bills besides imposing a penalty calculated at the rate of 15% to such cost.

- 4.25 Bidder shall be solely responsible for any damages and /or loss sustained by the EIL as a result of theft, pilferage, carelessness, negligence, wilful act and unlawful activities of his workers. EIL shall recover entire cost of providing replacement for any such items.
- 4.26 The Bidder 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.
- 4.27 The Bidder 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.
- 4.28 The Bidder shall be responsible for and pay the expenses for providing medical treatment to their personnel 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.
- 4.29 For general cleaning & housekeeping of the above area of 13,800 sq ft. presently, minimum 07 staff shall be required for carrying out this job as per timings stipulated above.
- 4.30 The jobs are to be carried out to the entire satisfaction of Officer-In charge of the company. For any incomplete work/unattended work/defective work suitable penalty will be imposed. Even after serving consecutive 2 (two) warning letters, liquidation damages of 0.5% of contract value per day/memos shall be imposed for improving the quality of work/ rectifying the defective work subject to the maximum of 10% of Contract Value. If no appropriate action is taken by the party, company, at his discretion, shall get the job done through other agency at party's cost and risk. Amount spent in carrying out such jobs will be deducted from the party's bill / security deposit.

Bidder shall be entitled to get reimbursement / recovery on the basis of increased/decreased minimum wages and consequential benefits as and when declared by the appropriate Government Authority after production of supporting documents with regard to enhancement of Central Govt. Minimum Wages.

The Bidder will maintain the attendance of their employee in case any labour found absent from duty no payment shall be made for the number of days absent, however alternate arrangement to be made by Bidder within 2 days. failing which a penalty of 0.5% of the monthly bill (Sl. No.1 of SOR) shall be deducted.

A penalty will be charged at the rate of Rs.50 per day for non – wearing of proper Uniform.

## 5.0 Uniform for the staff

Bidder workers shall be provided with uniforms by Bidder at his own cost. Details of viz.:-

2 sets of terricot pants and shirts, socks and a pair of protective footwear/ leather shoes each year, and a hand gloves.

## 6.0 Stocks and Supplies

6.1 All materials/consumables other related items as listed in **Annexure-A** is to be provided by the Agency has to be of ISI marked or in conformity with the specification/makes keeping in view good quality/standard after discussion and finalization with Officer-In-Charge. The firm shall assess the quantity of consumables to be used and supply them in advance and store them at EIL on fortnightly basis. The stores are to be replenished at least 5 days in advance. Consumables shall be issued every morning in presence of an official authorized by EIL.

## 7.0 Scope of services for providing general cleaning and upkeep Services for EIL office at 4<sup>th</sup> & 5<sup>th</sup> Floor A.G Tower, Park Street, Kolkata.

### 7.1 Daily Services

7.1.1 Proper, efficient and effective cleaning of offices including sweeping, washing and swabbing of office premises manually and mechanically using suitable machinery with water and approved detergent covering all floors and walls, sanitary fittings including toilets, pantry, corridors, reception areas, telephone exchanges, lounges, common areas including staircases, lift lobbies and other paths and approaches to the said offices/buildings herein after called the premises.

7.1.2 Changing of sanitary cubes, toilets paper rolls as and when required and as instructed by Officer-In charge before opening of the office and ensure that all toilets at all times are equipped with necessary sanitary materials of approved quality as determined further as well as removal of chokages with the assistance of plumber to be engaged by the Bidder if so required. Cleaning of toilets and commodes, urinal, wash basin etc with acid /approved cleaning agents.

7.1.3 Proper, efficient and effective cleaning of waste paper baskets before opening of the offices.

7.1.4 Removing dust from all items of furniture (wooden, steel and upholstered) such as tables, chairs, storage racks, filing cabinets, almirahs etc. fixtures, partitions/walls, doors, windows, curtains, venetion blinds, notice boards, display boards, flower vases and objects, pictures, paintings and computer and other machine in the premises manually and by using vacuum cleaners wherever required.

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- 7.1.5 Brushing and or vacuum cleaning of carpets mats etc. as per the instructions of Officer-In-charge.
- 7.1.6 Spraying of air fresheners in the reception areas, conference/committee rooms, and other cabins and halls at 8.30 hours and again at 10.00 hours.
- 7.1.7 Provision of liquid soap in the toilets and placing of sufficient quantity of odonil cubes in the urinals as per the instructions of Officer-In-Charge. The liquid soap dispensers and odonil containers under no circumstances remain empty.
- 7.1.8 Cleaning of telephone with any suitable perfume/cleaning agent as approved by Officer-In-Charge.
- 7.1.9 Removing of stains from floors and partitions by using surf or any other suitable cleaning agent without leaving any undesirable post cleaning effect.
- 7.1.10 Cleaning of all staircases, walls and all false ceilings without causing any damage to the electrical fittings/fixtures, manually and by using suitable machines. Removal of undesirable writings on walls, etc. Spraying of air fresheners in such areas as instructed by Officer-in-Charge.
- 7.1.11 Removing waste paper/refuse from waste paper baskets/buckets/drums and waste material from other places including vendor print section. The refuse shall be disposed of at the nearest garbage disposal point of Municipal Authorities without disturbing the environment and as per local laws.
- 7.1.12 Vacuum cleaning of areas twice a day (wherever computer/unit records room, punch card attendances system. etc. are located).
- 7.1.13 Checking Electrical points and replacement of tubes/bulbs by electrician.
- 7.1.14 Deputation of Plumber as and when required for taking care of plumbing item and other plumbing job. The materials for maintenance of electrical works and plumbing works shall be provided by EIL free of cost and shall not be included in the quoted price.
- 7.1.15 The bidder must employ adult and semi-skilled and unskilled labour only. Employment of child labour will lead to the termination of the contract. The successful bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities.
- 7.1.16 Proper registers/records for the jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the Supervisor of the bidder and will be countersigned by EIL officer-in-charge at regular intervals and finally at the end of each month.

7.1.17 The bidder should possess or procure needful infrastructure, gadgets and other material required for smooth housekeeping services. No additional cost towards this will be borne by EIL.

7.1.18 To carry out miscellaneous job within the Office and Outside Office under Kolkata Municipal Limit and other jobs as per instruction of Office-in-Charge i.e. Delivery of official document, transportation of assets from one location to other etc. and the cost towards conveyance/transportation charges shall be reimbursed at actuals duly certified by Officer-in-Charge.

## **7.2 Weekly Services**

7.2.1 Proper and effective cleaning of glass doors, glass panes, wooden doors and knobs, sign boards/plugs brass name plates and name boards.

7.2.2 Scrubbing and washing of floor areas with detergents such as Nirma / Pixol, by using suitable machines wherever required.

7.2.3 Sanifresh cleaning of sanitary works without damaging their shine.

7.2.4 Dusting and cleaning of venation blinds with utmost care by using vacuum cleaner.

7.2.5 Cleaning of fire buckets and spittoons provided in common areas.

7.2.6 Cleaning of balconies/projections of the building and terrace.

7.2.7 Cleaning of air conditioning grills.

7.2.8 Removing dust and cob-webs etc. from false ceiling, manually and by using vacuum cleaners.

7.2.9 Polishing of door handles, brass planters brass/copper fittings with brasso/silvo.

## **7.3 Fortnightly Services**

7.3.1 Polishing/rubbing of the entire floor area fixed with tiles with wax polish to be supplied by the Bidder.

7.3.2 Removal of stains on vinyl floor, wooden/Laminated partition using a mixture of washing powder and vim.

7.3.3 Cleaning of carpets by vacuum cleaners and fluorescent decorative electrical fixtures, ceiling/roofs etc.

7.3.4 Rubbing/cleaning walls.

7.3.5 Sweeping/cleaning of common area windows and passages of 4<sup>th</sup> and 5<sup>th</sup> floor of the buildings.



7.3.6 Dry and wet cleaning and maintenance of external glasses, door/window glasses of all floors.

#### **7.4 Monthly Services**

7.4.1 Waste material removal for smooth function.

7.4.2 Removal of all undesirable materials etc. De-chocking of all rain water pipes. If required, washing of all such areas as decided by the Officer-in-charge.

7.4.3 Dusting and cleaning of venation blinds with utmost care by using vacuum cleaner.

7.4.4 Cleaning of fire buckets and spittoons provided in common areas.

7.4.5 Removing dust and cob-webs etc. from false ceiling, manually and by using Vacuum cleaners.

7.4.7 Polishing of door handles, brass planters brass/copper fittings with brasso/silvo.

#### **8.0 Requirement of machines at EIL's office at 4<sup>th</sup> & 5<sup>th</sup> Floor A.G Tower, Park Street, Kolkata.**

Following machines will be required which will be supplied by EIL:-

Dry Vacuum cleaner

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#### **9.0 Termination of Contract**

The contract can be terminated by giving three months prior notice in writing by either side with proper justification of termination for non-compliance of Contractual terms.

#### **10.0 Income Tax**

Deduction at source (TDS) for income tax and other Govt. levies as per laws shall be made from the bills submitted by the Bidder.

Deduction will be made as per the rules and regulations in force in accordance with Income Tax Act prevailing from time to time. Income tax on the gross amount billed shall be deducted from the Bidder's RA bills as per section 194 C of the Income Tax Act.

#### **11.0 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.

## **12.0 Jurisdiction**

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



