

BID DOCUMENT

FOR

Repair and Renovation of Civil & Electrical Works for 'Copyright Board & Copyright Office (CRB&CRO)' at August Kranti Bhawan, Bhikaji Kama Place, New Delhi

MAY, 2014

VOLUME- I: TECHNICAL BID



EdCIL (India) Limited
(A Government of India Enterprise)
Ed.CIL House, 18 – A, Sector 16 A
Noida – 201401

Note : This document is serially numbered from page 01 to 27.

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EDCIL (INDIA) LIMITED
(A Government of India Enterprise)

NOTICE INVITING TENDER

1. Item rate bids are invited on behalf of **Copyright Board & Copyright Office (CRB&CRO), New Delhi** by EdCIL (India) Limited, having their Corporate office at EdCIL House, 18A, Sector-16A, NOIDA (U.P) from the bidders/Firms of repute, in Two Envelope System for the following works:

Name of Work	Approx. Cost		Cost of Bid Document	Period of Completion
Repair & Renovation of Civil & Electrical Works for 'Copyright Board & Copyright Office (CRB&CRO)' at August Kranti Bhawan, Bhikaji Kama Place, New Delhi	Civil Works	Rs. 35.79 Lakhs	Rs. 3,000/-	02 Months
	Electrical Works & minor HVAC works	Rs. 29.93 Lakhs		
		Rs. 65.72 Lakhs		

2. Time Schedule for bidding

<u>Description</u>	<u>Date</u>
Last date for receipt of application for issuance of bid documents	03.06.2014
Last date for issuance of bid documents	03.06.2014 (upto 1600 hrs.)
Pre-bid meeting	26.05.2014 at 1500 hrs.
Last date & time for submission of bid document	06.06.2014 at 1500 hrs.
Date & Time for Opening of Technical Bid	06.06.2014 at 1530 hrs.

3. Bidders who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.

- a) Should have satisfactorily completed three similar works each costing not less than Rs. 27.00 lakhs OR completed two similar works each costing not less than Rs. 40.00 lakhs OR completed one similar work costing not less than Rs. 53.00 lakhs of the following nature during last five years ending last day of the month, i.e. 31.03.2014.
- b) One completed work of any nature {either part of (a) or a separate one} costing not less than Rs. 27.00 lakhs with Central Government Department/State Government Department/Central Autonomous body/Central Public Sector undertaking.

Similar work means construction of new building /Repair & Renovation of Building Works.

- c) Should have had average annual financial turnover of Rs. 20.00 lakhs on construction works during the last three years ending 31st March, 2013.
- d) Should not have incurred any loss in more than two years during the last five years ending on 31st March, 2013.
- e) Should have a solvency of Rs. 27.00 lakhs from a Nationalized/Schedule Bank, not more than 6 months old & bidder should be registered with the Provident Fund. The bidder should submit the copy of PF registration.

The value of executed works shall be brought to current costing level by enhancing the actual volume of work at simple rate of 7% per annum, calculated from the date of completion till last date of receipt of application for Bid documents.

4. Bid documents, will be issued from the office of EdCIL (India) Limited, 18A, Sector-16A, NOIDA, between 10:00 hrs. to 16:00 hrs. every day except on Saturdays, Sundays and Public Holidays, on payment of Rs. 3000/- (non-refundable) in cash/Demand Draft/Pay Order drawn in favour of EdCIL (India) Limited payable at Delhi/Noida as cost of Bid document.
5. Earnest money of Rs. 1,32,000/- (Rupees One lakh Thirty Two Thousand Only) in the shape of Demand Draft/Pay Order of a Scheduled Bank issued in favour of **EdCIL (India) Limited** and payable at Delhi/Noida must accompany the bid.
6. The envelope marked '**Technical Bid**' shall be opened on 06.06.2014 at 1530 hrs. in the presence of bidders or their authorized representative who choose to be present in EdCIL office to attend the opening meeting. The time and date of opening of '**Financial Bid**' of those bidders who are found eligible shall be communicated separately at a later date.
7. EdCIL (India) Ltd. reserves the right to reject any or all application (bid) without assigning any reasons.
8. This bid Document can also be downloaded from EdCIL's website www.edcilindia.co.in and www.copyright@nic.in.

Deputy General Manager (Projects)
Civil & Procurement Department
EdCIL (India) Limited
18A, Sector-16A,
NOIDA-201 301

SECTION-I

BRIEF SCOPE OF WORK

1. Salient details of the work for which bids are invited are as under :

Name of Work	Approx. Cost		Cost of Bid Document	Period of Completion
Repair & Renovation of Civil & Electrical Works for CRB&CRO at August Kranti Bhawan, Bhikaji Kama Place, New Delhi	Civil Works	Rs. 35.79 Lakhs	Rs. 3,000/-	02 Months
	Electrical Works minor HVAC works	Rs. 29.93 Lakhs		
	Total	Rs. 65.72 Lakhs		

2. Copyright Board & Copyright Office (CRB&CRO) to be renovated is at August Kranti Bhawan, Bhikaji Kama Place, New Delhi.

The works to be undertaken includes Civil works & Electrical works.

These features are for general guidelines and liable to change as per actual requirements or as per the site conditions.

3. Work shall be executed in according to General Rules & Directions, Conditions of Contract, Clauses of Contract, Safety Code, Model Rules, Bidders Labour Regulations, Special and Additional Conditions, General & Additional Specifications, any other guidelines applicable, drawings, local bye laws or any other law prevalent in the area, etc.

SECTION-II

INFORMATION & INSTRUCTIONS FOR BIDDERS

1.0 GENERAL

- 1.1 Letter of transmittal and forms for deciding eligibility are given in Section–III.
- 1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reasons, information is furnished in a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as 'not applicable'.

The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified. Bid made by the telegram, telex, e-mail, fax and those received late will not be entertained.

- 1.3 The Technical Bid should be typewritten/printed. The Bidder's name, date, signature & seal should appear on each page of the documents.
- 1.4 The bid shall be submitted as per the details below :

Envelope	Description
Envelope : 'A'	Earnest Money Deposit (EMD) (Demand Draft/Pay Order)
Envelope : 'B'	Volume-I : Technical Bid <ul style="list-style-type: none">▪ Supported by prescribed Annexure, credentials, certificates, all relevant documents supporting the bidders credentials, etc.▪ Envelope 'A' containing EMD.▪ Demand Draft of Rs. 3,000/- towards bid document cost.▪ Addenda -Technical, if any.
Envelope : 'C'	Financial Bid (<i>consisting of following documents</i>) <ul style="list-style-type: none">▪ Volume-II: Conditions of Contract.▪ Volume-III: Safety Code; Model Rules; Bidder's Labour Regulations; Proforma of Registers.▪ Volume-IV: Schedule of Quantities▪ Volume-V: Specifications.▪ Volume-VI: Appendix (Proforma for Cement Register, Sketch of Cement Godown, Sketch of Site Office) & Forms.▪ Addenda-Financial, if any.▪ Drawings, etc.

The sealed envelopes 'B' & 'C' containing '**Technical Bid**' & '**Financial Bid**' should be placed in a outer larger envelope addressed to **Deputy General Manager (Projects), Civil & Procurement Department, EdCIL (India) Limited, 18A, Sector-16A, NOIDA-201401 (U.P)**. The outer envelope shall bear the following identification :

- a) Bid for "Repair & Renovation of Civil & Electrical works for the CRB&CRO at August Kranti Bhawan, Bhikaji Kama Place, New Delhi".
- b) DO NOT OPEN BEFORE 06.06.2014 upto 1530 hrs.

The outer larger sealed envelope (*containing two sealed envelopes for 'Technical Bid' and 'Financial Bid'*) shall be dropped in the Tender box kept at EdCIL's Corporate Office, 18A, Sector-16A, NOIDA-201401.

- 1.5 "**Pre-bid Meeting**" shall be held in the EdCIL's Corporate Office, 18A, Sector-16A, NOIDA-201401 at 1500 hrs. on 26.05.2014 to clear the doubt of intending bidders, if any.
- 1.6 Overwriting should be avoided. Correction, if any, should be neatly crossed out, initialed, dated and re-written. Pages of the technical bid document should be numbered. Additional sheets, if any added by the bidder, should also be numbered by him. They should be submitted as a package (Booklet) properly bound with signed 'Letter of Transmittal'.
- 1.7 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be submitted.
- 1.8 The bidder should furnish a copy of PAN No., Tin No, Sales Tax No., PF No. Service Tax No. as applicable. The bidder should also furnish Income Tax clearance Certificate (ITCC) for the previous years. The bidder is requested provide the details in (Form-'G').
- 1.9 The bidder may furnish any additional information, which he/she thinks is necessary to establish his capabilities to successfully complete the envisaged work. He/she is, however, advised not to furnish superfluous information. No information shall be entertained after submission of technical bid document unless it is called for by the Ed.CIL.
- 1.10 The EdCIL (India) Limited reserves the right to verify the particulars furnished by the bidder independently.
- 1.11 Any information furnished by bidder found to be incorrect either immediately or at later date, would render him/her liable to be debarred from bidding/ taking up of work in Ed.CIL/CRB&CRO besides forfeiture of his/her earnest money/security deposit, cancellation of his/her contract, etc. without prejudice to any other right or remedy available under the law.

- 1.12 Prospective applicants may request clarification, if any before or during the pre-bid meeting of the project requirements and bid documents. Any clarification given by Ed.CIL will be forwarded to all those who have purchased the bid document & also uploaded in the EdCIL website www.edcilindia.co.in in the form of Addenda. No request for clarifications will be considered after Pre-bid meeting.
- 1.13 This bid documents can also be downloaded from EdCIL's website www.edcilindia.co.in and www.copyright@nic.in . The interested parties who have downloaded the bid documents from EdCIL website shall submit the same alongwith non-refundable fee of Rs. 3000/- (Rupees Three Thousand only) towards the cost of bid documents as mentioned above in the form of crossed Demand Draft favouring '**EdCIL (India) Limited**', payable at Delhi/New Delhi alongwith 'Technical Bid', failing which their 'Financial Bid' shall not be considered for opening/evaluation.
- 1.14 Any addition, deletion or editing of the downloaded bid document is strictly prohibited. If any alterations are observed/noticed at any stage, such bids are liable for outright rejection.

2.0 DEFINITIONS

In this document the following words and expressions have the meaning hereby assigned to them.

- 2.1 **EMPLOYER** : Means the Chairperson & Managing Director, EdCIL (India) Limited on behalf of Copyright Board & Copyright Office, New Delhi.
- 2.2 **BIDDER** : Means the individual, proprietary firm, firm in partnership, limited company - Private or Public or Corporation.
- 2.3 **YEAR** : Means "Financial Year" unless stated otherwise.
- 2.4 **CRB&CRO** : Means Copyright Board & Copyright Office, New Delhi.

3.0 METHOD OF APPLICATION

- 3.1 If the bidder is an individual, the application shall be signed by him/her above his full typewritten/printed name and current address.
- 3.2 If the bidder is a proprietary firm, the application shall be signed by the Proprietor above his full typewritten/printed name and the full name of his firm with its current address.
- 3.3 If the bidder is a partnership firm, the application shall be signed by all the Partners of the firm above their full typewritten/printed names and current address, or, alternatively, by a Partner holding **power of attorney** for the firm. In the latter case a certified copy of the **power of attorney** duly notarized should accompany the application. In both cases a certified copy

of the partnership deed and current addresses of all the Partners of the firm should also accompany the application.

- 3.4 If the bidder is a Limited Company or a Corporation, the application shall be signed by a duly authorised person holding power of attorney for signing the application accompanied by a **power of attorney** alongwith the Board resolution. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

4.0 FINAL DECISION MAKING AUTHORITY

The Ed.CIL reserves the right to accept or reject any bid/and to annul the process and reject all bids at any time, without assigning any reasons thereof or incurring any liability to the bidder.

5.0 PARTICULARS PROVISIONAL

The particulars of the work given in Section-I are provisional. They are liable to change and must be considered only as advance information to assist the bidder.

6.0 SITE VISIT

The bidder is advised to visit the site of work, at his own cost, and examine the site of work and its surroundings, to himself/herself, at his/her own responsibility & cost and obtain all information that he/she considers necessary for proper assessment of the prospective assignment.

The Deputy General Manager (Projects), Ed.CIL may be contacted to know the location of site during office hours on working days at the following address :

Deputy General Manager (Projects)
Civil & Procurement Department
EdCIL (India) Limited
Ed.CIL House, 18A, Sector-16A,
NOIDA- 201 301 (U.P)
Phone No. 0120-2512001 to 0120-2512006 (Extension : 403 or 401)

7.0 ELIGIBILITY CRITERIA

The bidder should have satisfactorily completed three similar works each costing not less than **Rs. 27.00 lakhs** OR two similar works each costing not less than **Rs. 40.00 lakhs** OR one similar work costing not less than **Rs. 53.00 lakhs** of the following nature during the last five years ending last day of the month of March, 2014. For this purpose, 'cost of work' shall mean gross value of the completed work including the cost of materials supplied by the Government/Client, but excluding those supplied free of cost (Similar work means construction of new building /Repair & Renovation of Building Works).

- 7.1 One completed work of any nature {either part of 7.1 or a separate one} costing not less than Rs. 27.00 lakhs with some Central Government Department/State Government Department/Central Autonomous body/Central Public sector undertaking.
- 7.2 The bidder should have had average annual financial turnover (gross) **Rs. 20.00 lakhs** on Building construction works during the immediate last three consecutive financial year (2010-11, 2011-12 , 2012-13). This should be duly audited by Chartered Accountant. For the year in which no turnover is shown would also be considered for working out the average.
- 7.3 The bidder should not have incurred any loss in more than two years during the immediate last five consecutive financial years, duly certified by the Chartered Accountant.
- 7.5 The bidder should have solvency of **Rs. 27.00 lakhs** certified from a Nationalized/Schedule Bank (not exceeding 6 months before the date of submission of bid i.e 06.06.2014).
- 7.6 The bidder should be registered with the Provident Fund. The bidder should submit the copy of PF registration.
- 7.7 The bidder should have valid Service Tax No. The bidder should submit the copy of Service Tax No registration.
- 7.8 The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 50/- (Rupees Fifty Only) regarding their non-blacklisting in any of the government department and public sector undertaking /enterprise in India and central vigilance commission during the last three financial years (2010-11, 2011-12 & 2012-13) as per **Annexure H**.
- 7.9 The bidder should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The bidder should submit a list of these employees alongwith their profile stating clearly how these would be involved in this work (Form-'F').
- 7.10 The bidder shall submit the performance certificate duly issued from the Client for the completed works for the last five years.
- 7.11 The successful bidder shall execute the integrity deed with EdCIL as per **Annexure-I**.

8.0 EVALUATION CRITERIA

- 8.1 The details submitted by the bidders will be evaluated based on the eligibility criteria prescribed in para-**7.1 to 7.8** above in respect of experience of similar class of works completed, financial turnover, financial capacity etc.

The documents mentioned at para- **7.9 to 7.11** may also be considered for the purpose of evaluation/shortlisting as per the discretion of EdCIL.

- 8.2 Even though any bidder may satisfy the above requirements, he/she would be liable to be disqualified if he/she has :
- (a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
 - (b) Records of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

9.0 OPENING OF TECHNICAL BID

Technical Bid would be opened on 06.06.2014 at 15.30 hrs at EdCIL (India) Limited, 18-A, Sector-16-A, Noida-201401 (U.P) in the presence of the bidders or their representatives who choose to attend the opening meeting.

The Technical Bid must be accompanied with the Earnest Money Deposit (EMD) of Rs. 1,32,000/- (Rupees One Lakh Thirty Two Thousand Only) in the shape of Demand Draft/Pay Order of a Scheduled Bank issued in favour of **EdCIL (India) Limited** and payable at Delhi/Noida, failing which the bid would be rejected.

The Earnest Money deposited by the successful bidder in the specified form shall become part of security deposit. The Earnest Money of un-successful bidders will be refunded within 150 days of opening of Bids without any interest.

10.0 FINANCIAL INFORMATION

Bidder should furnish the following financial information:

- (a) Annual financial statement for the last five years (*i.e.* 2008-09, 2009-10, 2010-11, 2011-12 & 2012-13). These should be supported by audited balance sheet and profit & loss accounts duly certified by a Chartered Accountant, as submitted by the bidder to the Income Tax Department in (Form- 'A')
- (b) Name & Address of the Bankers and the statement on availability of credit, financial standing and solvency certificate in (Form 'B').

11.0 EXPERIENCE IN WORKS HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS.

- 11.1 Bidder should furnish the following :
- (a) List of all works of similar nature successfully completed during the last five years in (Form-'C').
 - (b) List of the project under execution or awarded in (Form-'D').
- 11.2 The bidder shall submit the performance certificate duly issued from the Client for the completed works for the last five years.
- 11.3 Information in (Form-'D') should be complete and no work should be left out.

12.0 ORGANISATION INFORMATION

Bidder is required to submit the information in respect of his/her organisation in (form 'E' and 'F').

13.0 LETTER OF TRANSMITTAL

The bidder should submit the *letter of transmittal* attached with the document.

14.0 OPENING OF FINANCIAL BID & ITS VALIDITY

'Financial Bids' of only the Technically qualified and eligible bidders shall be opened at the notified time, date & place in the presence of the qualified bidders or their representatives. The bids shall remain valid for 60 days from the date of opening of Financial Bid.

15.0 AWARD CRITERIA

15.1 The CRB&CRO/Ed.CIL reserves the right, without being liable for any damages or obligation to inform the bidder, to :

- (a) Amend the scope and value of contract to the bidder.
- (b) Reject any or all the applications without assigning any reason thereof.

15.2 For any of the above action, the CRB&CRO/Ed.CIL shall neither be liable for any damages nor be under any obligation to inform the applicants of the ground for the same.

15.3 Any effort on the part of the bidder or his/her agent to exercise influence or to pressurise the CRB&CRO/Ed.CIL would result in summarily rejection of his/her bid. Canvassing in any form and/or any kind is prohibited.

SECTION-III INFORMATION REGARDING ELIGIBILITY

LETTER OF TRANSMITTAL

From :
To

Deputy General Manager (Projects),
Civil & Procurement Department
EdCIL (India) Limited,
Ed.CIL House, 18A, Sector- 16A,
NOIDA- 201 301 (U.P)

**Sub : Repair and Renovation of Civil & Electrical Works for CRB& CRO at August
Karanti Bhawan, Bhikaji Kama Place, New Delhi
-Submission of Bids -**

Sir,

Having examined the details given in Press Notice, Notice Inviting Bid & Bid Document for the above work, I/we hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed form 'A' to 'H' and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/We submit the requisite **certified solvency certificate** and authorise the Ed.CIL to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorise Ed.CIL to approach individuals, employers, firms and corporation to verify our competency and general reputation.
4. I/We submit the following **certificates** in support of our suitability, technical knowledge and capability for having successfully completed the following works :

S.No.	Name of Work	Certificate From

5. Earnest Money Deposit amounting to Rs. ----- in the form of DD/Pay Order No. ----- dated ----- issued by ----- Bank is submitted.

EMD in envelope 'A' is enclosed along with the technical bid under sealed envelope 'B'.

6. Demand Draft of Rs. 3,000/- towards Bid document cost.

7. Financial bid is submitted, herewith separately under sealed envelope 'C'.

Enclosures :

Date of Submission:

EdCIL (India) Limited

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*Signature of Bidder(s)
Alongwith seal of Firm/Company*

FINANCIAL INFORMATION

Name of the firm/bidder _____:

I. Financial Analysis

Details to be furnished duly supported by audited figures in Balance Sheet/Profit & Loss Account for the last five years duly certified by the Chartered Accountant, as submitted by the bidder to the Income-Tax Department (certified copies to be attached).

S. No.	Particulars	Years				
		2008-09	2009-10	2010-11	2011-12	2012-13
i)	Gross Annual Turnover on construction works					
ii)	Profit (+)/Loss (-)					
iii)	Financial Standing					
	a) Cash & Bank b) Current Assets c) Current Liabilities d) Working Capital (b-c) e) Current Ratio <i>Current Assets/ Current liabilities (b/c)</i> f) Acid Test Ratio <i>Quick Assets/ Current liabilities</i>					

- II. Financial arrangements for carrying out the proposed work .
(A separate sheet should be enclosed duly signed on each page).
- III. Solvency certificate from Nationalized/Schedule Bankers of bidder in the prescribed Form-'B'
- IV. Copy of TDS Certificates from the Client.

(Signature of Chartered Accountant with Seal)

FORM-'B'

FORM OF BANKER'S CERTIFICATE

This is to certify that to the best of our knowledge & information that M/s. -----
----- having marginally noted address, a customer of our bank is respectable &
can be treated as good for any engagement upto a limit of Rs. ----- (Rupees-----
-----).

This certificate is issued without any guarantee or responsibility on the bank or any
of the officers

(SIGNATURE)
FOR BANK

Note :

- i) Banker's certificate should be on letter head of the bank, sealed in cover addressed to Deputy General Manager (Projects), Civil & Procurement Department, EdCIL (India) Ltd., 18A, Sector-16A, NOIDA- 201401, U.P.
- ii) In case of partnership firm, certificate should include names of all partners as recorded with the bank.

**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST FIVE YEARS ENDING
LAST DAY OF THE MONTH MARCH, 2014**

S.No.	Name of Work & /Project Location	Owner or sponsoring organization	Cost of Work (in lakhs).	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ Arbitration pending/ in progress with details*	Name & address/ (Postal and e-mail), Fax/ telephone number of officer to whom reference may be made	Remarks including description of work
1	2	3	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the Arbitrator.

Date: -----

SIGNATURE OF BIDDER (S) WITH SEAL

PROJECT UNDER EXECUTION OR AWARDED

Name of the firm/bidder -----

S.No	Name of Work/Project and Location	Owner of sponsoring organisation	Cost of work (in lakhs)	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow Progress if any, and reasons thereof	Name & address (postal and e-mail) Fax / /telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

SIGNATURE OF BIDDER (S) WITH SEAL

Date-----

STRUCTURE AND ORGANISATION

S.No.	Questionnaire	Details	
(i).	Name and address of bidder		
(ii).	E-mail Address		
(iii).	Telephone No./ Fax No.		
(iv).	Legal status of the bidder <i>(attach copies of original documents defining the legal status)</i>		
	a) An Individual		
	b) A Proprietary firm		
	c) A firm in Partnership		
	d) A Limited Company or Corporation.		
(v).	Particulars of registration with various Government bodies <i>(attach attested photocopy)</i> .		
(vi).	Organisation	Place of registration	Registration No. Vaild upto
	a)		
	b)		
	c)		
(vii).	Names and Titles of Directors and Officers with designation to be concerned with this work.		
(viii).	Designation of individuals authorised to act for the organisation.		
(ix).	Was the bidder ever required to suspend construction for a period of more than six months continuously after he commenced the construction? If so, give the name of the project and reasons of suspension of work.		
(x).	Has the bidder, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment .		
(xi).	Has the bidder, or any constituent partner in case of the partnership firm ever been debarred/black listed for bidding in any organisation at any time? If so, give details.		
(xii).	Has the bidder, or any constituent partner in case of the partnership firm, ever been convicted by a court of law? If so, give details.		
(xiii).	In which field of Civil Engineering construction, the bidder has specialisation and interest ?		
(xiv).	Any other information considered necessary but not included above.		

SIGNATURE OF BIDDER (S) WITH SEAL

Date -----

DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

Name of the firm/bidder : -----

S. No	Designation	Total Number in the firm	Number available for this work	Name	Qualifications	Professional experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

SIGNATURE OF BIDDER (S) WITH SEAL

Date -----

Please provide the details of Technical & Administrative Personnel to be deployed specifically for the KHS project.

FORM-'G'

DETAILS OF REGISTRATION WITH STATUTORY AUTHORITIES

S.No.	Questionnaire	Details
(i).	PAN No. of Bidder	
(ii).	TIN No.	
(iii).	Service Tax No.	
(iv).	Sales Tax No/VAT No.	
(v).	PF No.	
(vi).	Others, if any	

SIGNATURE OF BIDDER (S) WITH SEAL
Date -----

UNDERTAKING

This is to confirm that we M/s _____ (give full address) have not been blacklisted in any of the government department and public sector undertaking /enterprise in India and central Vigilance commission, in last three year (2010-11, 2011-12 & 2012-13) or before release of advertisement.

If the above information found false at any stage after the placement of Work Order, EdCIL (India) Limited (Ed.CIL), 18-A, Sector 16-A, Noida will have full right to cancel the Work Order and forfeit the EMD and Performance Guarantee. All the direct and indirect cost related to the cancellation of the order will be borne by us besides any legal action by Ed.CIL which may be deemed fit at that point of time.

Authorized Signatory

Note: *The undertaking regarding the non blacklisting of firm is to be submitted on a non-judicial stamp paper of Rs. 50/- (Fifty only).*

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of 2014, between, on one hand, acting through Shri/Smt. _____, Designation, EdCIL (India) Limited (hereinafter called the “BUYER”/ “EdCIL” interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the EdCIL proposes to procure (name of the Stores / Equipment / item) and BIDDER/Seller is willing to offer / has offered the stores and/or award of civil work as referred to in the tender document _____ dated _____

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the EdCIL is a PSU performing its functions on behalf of the EdCIL (India) Limited.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the EdCIL to obtain the desired said stores/equipment / item and/ or to ensure execution of the proposed Civil work as referred to in the tender documents _____ dated _____ at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement/ Execution of civil work, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the EdCIL

- 1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the EdCIL with full and verifiable facts and the same is prima facie found to be correct by the EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the EdCIL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case may be for satisfactory performance of the proposed terms of Tender.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by

the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

4. **PREVIOUS TRANSGRESSION**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

5. **EARNEST MONEY (SECURITY MONEY)**

- 5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. -----/- as Earnest Money / Security Deposit, with the EdCIL through any of the following instruments:
- (i) Account Payee Bank Draft or a Pay Order in favour of EdCIL (India) Limited.
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the EdCIL on demand within three working days without any demur

whatsoever and without seeking any reasons whatsoever. The demand for payment by the EdCIL shall be treated as conclusive proof of payment.

- (iii) Any other mode or through any other instrument (to be specified in the Bid Document).

5.2 The instrument for Earnest Money / Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case may be for satisfactory performance of the terms of Tender above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.

5.4 No interest shall be payable by the EdCIL to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6. SANCTIONS FOR VIOLATIONS

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EdCIL to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than

the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case may be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EdCIL.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
 - (x) Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

7. FALL CLAUSE

- 7.1 The bidder undertakes that he has not quoted lower rate for item rate offered in the present rate prevalent on that particular date in respect of any other Ministry/Govt/PSU.

In case the same is found the difference amount to be recovered by EdCIL from the bidder.

8. INDEPENDENT MONITORS

- 8.1 An Independent monitor (s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EdCIL.
- 8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subbidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subbidder(s) with confidentiality.
- 8.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations

between the parties. The parties will offer to the Monitor the option to participate in such meetings.

- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the EdCIL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the EdCIL.

11. **OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **VALIDITY**

12.1 The validity of this Integrity Pact shall be governed by the terms of the Tender _____ towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the tender with successful bidder.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

Construction of interior work for the CRB&CRO at August Kranti Bhawan, Bhikaji Kama Place, New Delhi

13. The parties hereby sign this Integrity Pact at _____ on _____.

EdCIL (India) Limited
Name of the Officer
Designation

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

Witness

1. _____

2. _____

(The Pre Contract Integrity Pact shall be modified based in line with the conditions of the Bid Documents).