

**INTIMATION TO INTERESTED BIDDERS REGARDING
DOMESTIC NOTICE FOR INVITATION FOR BIDS (IFB)
FOR
CIVIL, STRUCTURAL, FAÇADE AND RELATED EXTERNAL
DEVELOPMENT WORKS FOR TRAINING INSTITUTE
(BIDDING DOCUMENT NO. RC/B571-000-PK-T-8202/1003)
(DOMESTIC COMPETITIVE BIDDING)**

1.0 A premier financial body (OWNER) intends to build its world-class Enterprise Training Institute in 12.42 Acres of plot of land in Bhubaneswar, Odisha. The facilities are envisaged to have the latest and the state-of-the-art infrastructure and amenities.

The executing body of the OWNER has appointed Engineers India Limited (EIL) as the Principal Consultant Firm (PCF) for providing complete Engineering, Procurement, and Construction Management Services (EPCM) for the Training Institute project.

EIL intends to engage a contractor for Civil, Structural, Façade and related external development works of the said Training Institute.

2.0 Brief description of the infrastructural facilities shall be

- Reception Building – 1 No. (G+1)
- Training Institute - Multiple (G+2) Buildings
- Recreation – 1 No. (G+2)
- Executive Guest House – 1 No. (G+18)
- Essential Staff Housing – 1 No. (B+G+18)
- Other Support Utilities and support Infrastructure

For Detailed Scope of Work, refer to the detailed tender/bidding document.

3.0 **BIDDER'S QUALIFICATION CRITERIA:**

3.1 **EXPERIENCE CRITERIA (TECHNICAL)**

Bidder shall fulfil the qualification criteria mentioned in clause 3.1.1 or clause 3.1.2:

3.1.1. The Bidder (other than "Start-Up" company) should have successfully completed similar works during the last 7 years ending last day of the month previous to the one in which tenders are invited.

Three similar completed works each costing not less than Rs. 79 crore, or

Two similar completed works each costing not less than Rs. 119 crore, or

One similar completed work costing not less than Rs.159 crore

- 3.1.2. In case, the Bidder is “Start-Up” company, the Bidder should have successfully completed similar works during the last 7 years ending last day of the month previous to the one in which tenders are invited.

Three similar completed works each costing not less than Rs. 39 crore, or

Two similar completed works each costing not less than Rs. 59 crore, or

One similar completed work costing not less than Rs.79 crore

“Similar work(s)” mentioned in clause 3.1.1 and clause 3.1.2 shall mean “**Civil, Structural, Building finishing and external development works for RCC framed buildings, out of which at least one building shall have minimum 10 storeys**”.

For Other details, refer Bid Document.

3.2 **FINANCIAL CRITERIA :**

3.2.1. **Annual Turnover :**

The minimum Annual Turnover of the Bidder in at least one of the immediate preceding three financial years, as on due date of submission of Bid, shall be

For Bidders (other than ‘Start-up’):

INR 119,86,66,000/- (Indian Rupees One Hundred Nineteen Crore Eighty Six Lakh Sixty Six Thousand Only)

For ‘Start-up’ Bidders:

INR 59,93,33,000/- (Rupees Fifty Nine Crore Ninety Three Lakh Thirty Three Thousand only)

3.2.2. **Net-Worth (for ‘Start-up’ Bidders and other than ‘Start-up’ Bidders)**

The Net worth of the bidder as per the immediate preceding year’s Audited Financial Statements should be positive.

3.2.3. **Working Capital (WC) (for ‘Start-up’ Bidders and other than ‘Start-up’ Bidders)**

The minimum Working Capital of the Bidder as per the immediate preceding year’s Audited Financial Statements shall be **INR 11,98,66,600/- (Indian Rupees Eleven Crore Ninety Eight Lakh Sixty Six Thousand Six Hundred Only).**

For Other details, refer Bid Document.

- 4.0 EIL invites e-bids (Through Government of India’s Central Public Procurement portal <https://eprocure.gov.in/eprocure/app>) for “**CIVIL, STRUCTURAL, FAÇADE AND RELATED EXTERNAL DEVELOPMENT WORKS FOR TRAINING INSTITUTE**” under single stage two bid three part system (Part-I: Earnest Money Deposit (EMD)/ Bid Security, Part-II: Techno-commercial / Un-Priced Bid & Part-III: Price Bid) from competent agencies meeting the Bidder’s Qualification Criteria (BQC) as stated in the Bidding Document.

- 5.0 The Detailed IFB along with complete bidding document can be viewed/ downloaded by interested bidders from the website: <https://eprocure.gov.in/eprocure/app> till the Bid Due Date & Time, **after signing and submitting the Non-Disclosure Agreement (NDA) attached herewith as Annexure-2**. Refer “Instructions for executing Non-Disclosure Agreement (NDA)” attached herewith as **Annexure-1**.
- 6.0 Above information about the location of the Bidding Document shall also be available on EIL website <http://tenders.eil.co.in>. e-Bids are required to be submitted through Government of India’s Central Public Procurement portal <https://eprocure.gov.in/eprocure/app> only, on or before the Bid-Submission Date & Time. In order to perform e-procurement activities, the bidders are required to enrol/register themselves at <https://eprocure.gov.in/eprocure/app>. No enrolment/registration fee would be charged from the bidders for the same.
- 7.0 Bidding Document shall be available on website from **02.05.2023 to 23.05.2023 [Up to 1200 Hrs. (IST)]**.
- 8.0 Last Date and time of submission of e-Bids is **1200 Hrs. (IST) on 23.05.2023 through Government of India’s e-Procurement / e-Tendering System: <https://eprocure.gov.in/eprocure/app>**. Bids received after stipulated last date and time, due to any reason(s) what-so-ever, including postal delays, will not be considered.
- 9.0 **Cut off date and time for submission of NDA shall be as indicated in the website <https://eprocure.gov.in/eprocure/app>.**
- 10.0 A Pre-Bid Meeting shall be held at 1000 Hrs. (IST) on **09.05.2023**. It may be noted that only bidders who have executed NDA with Client shall only be permitted access to Prebid meet provided they bring a copy of NDA along with Power of Attorney (PoA) during the Pre-bid meet (Refer Annexure 1).

INSTRUCTIONS FOR EXECUTING NON-DISCLOSURE AGREEMENT (NDA)

1. Bidder is required to execute NDA with Client for obtaining the Bidding Document.
2. Bidder to note that submission of duly signed and stamped on each page of NDA strictly as per the format uploaded in CPP Portal <https://eprocure.gov.in/eprocure/app> without any deviation is mandatory, failing which, the bidder shall not be allowed to download the Bidding Document.
3. NDA shall be submitted by the Bidder on an Indian non-judicial stamp paper of value Rs. 100/.
4. NDA shall be signed & stamped by authorized representative of the bidder on each page. Bidder shall submit the Power of Attorney (PoA) in name of the person authorized for signing the NDA.
5. The NDA and the PoA shall be scanned and further signed digitally by the bid signatory of the bidder. Bidder shall also provide a PoA in the name of the authorized bid signatory who has digitally signed the NDA.
6. Bidder shall also furnish the following details in the PoA of the Bid signatory:

Name of Bidder	:	
Name of Authorized Bid signatory of the bidder	:	
Complete Communication Address	:	
e-mail id	:	
Contact (Telephone / Mobile)	:	

7. Bidder shall upload and submit the scanned and digitally signed copies of the NDA and the two PoAs (single PoA, in case NDA is signed physically and digitally by the same person) on the CPP portal <https://eprocure.gov.in/eprocure/app> at the earliest but well within the cut-off date and time as indicated in <https://eprocure.gov.in/eprocure/app>. Bidder shall be allowed to download the complete Bidding Document only after uploading of scanned copy of the signed NDA along with the PoAs at CPP Portal.
8. Bidder to note that after submission of NDA as prescribed above, Bidder in their own interest shall intimate EIL at the email id's joseph.beski@eil.co.in / vibhor.saxena@eil.co.in / r.choudhary@eil.co.in, that they have uploaded and submitted the NDA and PoAs in CPP Portal in order to provide access for downloading the complete Bidding Document.
9. Bidder, in his own interest, shall complete the above activities at the earliest and on priority basis. It is advised in Bidder's interest to ensure to submit the NDA along with other required documents as mentioned above sufficiently before the Pre-Bid Meeting.

Any delay in submission of NDA along with the PoAs in line with the above requirement, shall not entitle the Bidder for any extension in bid submission due date.

10. It shall also be noted that bidders those who do not submit the NDA along with the PoAs as mentioned above, shall not be considered for enquiry and shall also have no claim whatsoever, in this regard.

11. Requirements for submitting the POA for the purpose of NDA shall be as follows:

(i) Company: Bidder shall submit a specific Power of Attorney for the NDA in the name of authorized person.

Alternatively, in case signatory has General Power of Attorney or has the power as per their Board resolution, the same shall be submitted duly certified by Notary Public or CEO/CFO/Company Secretary (CS)/Member of Board of Directors.

In case, NDA is signed by CEO/CFO/CS/any member of board of Directors, no separate POA is required, provided the documentary evidence of their being CEO/CFO/CS/any member of board of Directors is reflected in the MOA/AOA/Financial Statements, else submitted separately alongwith the NDA.

(ii) Partnership Firm: In such case,

- NDA can be signed by all the partners of the Firm and in such case no separate POA is required.

OR

- NDA can be signed by any of the Partner(s) holding Power of Attorney as specified in the Partnership Deed,

OR

- NDA can be signed by an authorized person and shall submit a specific POA for the NDA duly signed by all the Partners.

Bidder shall submit the copy of Partnership Deed alongwith NDA.

(iii) Limited Liability Partnership (LLP) Entity: NDA shall be signed by the person holding Power of Attorney as per the registered LLP Agreement for the Firm, OR, has the power as per their Board resolution, OR, a specific POA for the NDA duly signed by all the LLP Partners.

Bidder shall submit (i) a copy of LLP Agreement, and (ii) a copy of Certificate of Incorporation.

(iv) Proprietorship: Proprietor shall sign the NDA.

Bidder shall also submit a copy of (i) PAN card and (ii) Bank Mandate Form, duly certified by the Bidder's Banker.

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.

(v) POA shall be on non-judicial stamp paper of minimum value of INR 100/- and duly Notarized by a Notary Public in India.

(vi) Specific POA issued for the NDA shall confirm that the authorized signatory has been authorized to do in the name and on behalf of the Company/Firm all or any

of the acts, deeds or things necessary in connection with or incidental to the NDA submitted by the bidder.

Note:

Any consequences resulting due to signing by POA holder shall be binding on the bidder.

NONDISCLOSURE AGREEMENT

THIS AGREEMENT ("**Agreement**") executed at [INSERT PLACE] on this [INSERT DAY] day of [INSERT MONTH], 2022.

BETWEEN

[INSERT NAME], a company incorporated under section 8 of the Companies Act, 2013, having its registered office at, [INSERT ADDRESS], hereinafter referred to as the "**the Disclosing Party**" (which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) of the **ONE PART**;

AND

[INSERT NAME] a company incorporated under the Companies Act, 1956 having registered office at [INSERT ADDRESS], hereinafter referred to as the "**the Receiving Party**" (which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) of the **OTHER PART**.

The Disclosing Party and the **Receiving Party** are hereinafter singly referred to as 'Party' and collectively 'Parties'.

WHEREAS:

- A. The Receiving Party is being appointed by the Disclosing Party as the Principal Consultant firm for setting up the Owner's Critical IT-Infrastructure Building. ("Project").
- B. The Parties hereto have expressed interest in discussions which might lead to a transaction between the Parties relating to the Project ("**Purpose**") and the **Disclosing Party** may disclose certain non-public confidential information to the **Receiving Party** in connection therewith.
- C. The Parties wish to preserve the confidentiality of the information disclosed by the Disclosing Party to the Receiving Party in connection with Purpose subject to the terms and conditions as hereinafter contained.

NOW THEREFORE, in consideration of the Disclosing Party's disclosure of such Confidential Information and upon the mutual covenants and promises herein contained, the Parties agree as follows:

1. For the purpose of this Agreement, "Confidential Information" shall include (a) information, document and/or material, whether proprietary or non-proprietary, which is disclosed by the Disclosing Party, or the Receiving Party may obtain knowledge of or access to from the

Disclosing Party, (b) information disclosed on or subsequent to execution of this Agreement during negotiations or discussions between the Disclosing Party and the Receiving Party whether or not set forth in writing, (c) business, financial and/or operational information, data, know-how, structure and documentation, (d) intellectual property and/or software rights, interest and knowledge, (e) information described as proprietary or designated as confidential information, and/or (f) information and documents derived, developed or modified from or based on any of the aforesaid.

2. All Confidential Information disclosed by the Disclosing Party shall remain the property of the Disclosing Party and shall continue to be owned by the Disclosing Party. The Disclosing Party does not grant or extend to the Receiving Party any right or license of any kind whatsoever which the Disclosing Party may now have or may hereby obtain with respect to the Confidential Information. Nothing in this Agreement shall prohibit the Disclosing Party entering into similar transaction/agreement with other parties or releasing the Confidential Information to other parties.
3. The Receiving Party shall use the Confidential Information **only** for the Purpose and shall keep confidential and subject to the provisions of this Agreement, not disclose the Confidential Information to any other person, affiliate, subsidiary, firm, corporation, or party, except to the extent that any Confidential Information:
 - (i) is now or subsequently becomes publicly available through no act, fault, breach or omission on the part of the Receiving Party; or
 - (ii) is already in the possession of the Receiving Party at the time of the disclosure; or
 - (iii) is hereafter rightfully furnished to the Receiving Party by a third party without breach of this Agreement or any separate non-disclosure obligation; or
 - (iv) was or is independently developed by the Receiving Party without reference to the Confidential Information disclosed hereunder; or
 - (v) is approved for release by written authorization of the Disclosing party; or
 - (vi) disclosure by the Receiving Party is required by law or by order of any court or government or regulatory agency, whether in India or out of India.

4. In the event the Receiving Party is required to disclose Confidential Information upon an action, a summon or an order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (alongwith the terms and circumstances thereof), unless otherwise prohibited by law, to enable the Disclosing Party to protest or seek relief from such disclosure.
5. The Receiving Party shall not, without the prior written consent of the Disclosing Party, display or disclose all or any part of the Confidential Information, in any manner or circumstances whatsoever, to any person or any third party and the Confidential Information shall be used by the Receiving Party, directly or indirectly, solely for the purpose of considering, evaluating and effecting the Purpose. The Receiving Party shall not use the Confidential Information in any way detrimental to the Disclosing Party or its interests.
6. The Receiving Party shall take all necessary steps and precautions to protect the Confidential Information against any unauthorized use and / or disclosure in violation of this Agreement. The Receiving Party shall notify the Disclosing Party in writing immediately upon becoming aware of the occurrence of any unauthorized release of the Confidential Information or any breach of the terms of this Agreement.
7. The Receiving Party hereby represents that any directors and/or officials and/or employees ("Representatives") and/or agents sub-consultants or backend consultants ("Third Party Representatives") of the Receiving Party who will be given access to the Confidential Information on behalf of the Receiving Party, is aware of the confidentiality obligation herein in respect of the Confidential Information being so disclosed and the Third Party Representatives will enter into an agreement with Receiving Party in content substantially similar to this Agreement. The Receiving Party shall maintain a record of persons / entities to whom the Confidential Information has been disclosed, with details of the Confidential Information so disclosed.
8. The Receiving Party further undertakes:
 - (i) Not to disclose that the Confidential Information is or has been or will be made available or that evaluation of the Confidential Information is being or has been or will be made;
 - (ii) Not to make copies of, or reproduce or display in any form and by any process, all or any of the Confidential Information, except in the form of notes or memoranda, whether in physical or

electronic form, made by the Receiving Party's employees / officials during their evaluation of the Confidential Information. Any such copies, reproduction, notes, memoranda and records made by Receiving Party's employees/officials/agents shall be the property of the Disclosing Party;

- (iii) Keep a written record of:
 - a) Any document or Confidential Information received from the Disclosing Party in tangible form; and
 - b) Any copies made of the Confidential Information;
- (iv) To limit the access to the Confidential Information solely to those of its directors, officials or employees who have reason to require access only on "need to know" basis;
- (iv) To ensure that each of such director, employee, official, advisor or consultant of the Receiving Party as referred elsewhere in this Agreement to whom the Confidential Information is disclosed, observes strictly the restrictions as to use and disclosure contained herein;
- (v) To monitor the security practices, control processes and checks in place in respect of the Confidential Information on a regular basis and disclose any breaches in the security practices, control processes and checks in place to the Disclosing Party;
- (vi) To return all Confidential Information to the Disclosing Party forthwith and within a period of (30) Thirty days upon request by the Disclosing Party or upon the Receiving Party or the Disclosing Party deciding not to proceed with the Purpose. Should the Disclosing Party permit the destruction of such Confidential Information, the Receiving Party shall destroy the Confidential Information within the period as may be specified by the Disclosing Party and shall provide the Disclosing Party with written advice that such destruction has been carried out;
- (vii) To use the Confidential Information solely for the purpose of considering, evaluating and effecting the Purpose and to take all steps necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons;
- (viii) To keep confidential, the fact of existence of discussions between the Parties hereto concerning the Purpose, unless otherwise

required by law and not make any private or public announcement or statement concerning or relating to the Purpose;

- (ix) The Receiving Party shall implement appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the Confidential Information and such safeguards to be designed to ensure the security and confidentiality of the Confidential Information so as to protect the Confidential Information against any anticipated threats or hazards to the security or integrity of the Confidential Information;
 - (x) The Receiving Party agrees to be vigilant and to report all violations of information security and all suspected security events immediately to the Disclosing Party's Information Security Group
 - (xi) The Receiving Party shall adopt, maintain, monitor and enforce appropriate security policies as well as data protection and safeguarding arrangements for the lawful protection of Confidential Information including the personal data, sensitive data etc. provided by the Disclosing Party;
 - (xii) The Receiving Party shall not to use or reproduce or transform or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means outside its usual place of business.
9. The Receiving Party agrees that the Disclosing Party will suffer irreparable harm if the Receiving Party fails to comply with its obligations set forth herein or if the Receiving Party breaches any of the terms and conditions set forth herein and further agrees to indemnify the Disclosing Party and keep the Disclosing Party fully and effectively indemnified on demand and shall pay such sums to the Disclosing Party in respect of any type of liability, loss, damage, claims, demands, actions, charges, costs (including legal / attorney fees) and expenses incurred by the Disclosing Party, arising out of or in connection with any wrongful disclosure or misuse of Confidential Information. The Receiving Party agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Receiving Party. Accordingly, the Disclosing Party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.
10. The Parties acknowledge and agree that no contract or agreement with respect to or in connection with the Purpose shall be deemed to exist

unless and until the Parties execute and deliver a final definitive agreement relating thereto, and there shall be no obligation on either party to participate in the Purpose. The Parties further agree that unless and until the Parties shall have executed and delivered a definitive agreement, neither Party shall be under any legal obligation of any kind whatsoever with respect to the Purpose by virtue of this Agreement except for the matters specifically agreed to herein.

11. This Agreement shall become effective on the date of its execution and shall continue for 5 years unless terminated earlier in writing by either Party. Before expiration, this Agreement may be terminated by either party by giving at least 30 days written notice to the other party. The obligation to protect the confidentiality of the Confidential Information herein shall survive the expiration or termination for a period of 5 years from termination of this Agreement.
12. Any notice to be given by any Party under this Agreement shall be in writing or through email mentioned below. Such Notice, except when it is through email, shall be delivered by hand, airmail, (postage prepaid), reputed overnight courier service, to the party to which it is addressed at such party's address specified below or at such other address as each party's address specified below or at such other address as each party shall from time to time have designated by (30)Thirty days' written notice and shall be deemed to have been duly given or made when delivered as aforesaid.

For Client:
Attention :.....
Tel No. :.....
Email:

For [INSERT NAME OF COMPANY]
Attention: Mr. [INSERT NAME]
Tel No: [INSERT TELEPHONE NUMBER]
Email:

13. The Receiving Party shall not have the right to assign or transfer, in whole or in part, any of its rights or obligations under this Agreement without obtaining prior written consent from the Disclosing Party.
14. This Agreement shall be fully binding upon the Parties and inure to the benefit of their successors and assigns, unless otherwise agreed between the Parties in writing.
15. The failure of any party to enforce any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's

- rights. In the event that any provision of this Agreement shall be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof which shall remain in full force and effect. A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.
16. The Receiving Party agrees that the terms of this Agreement are confidential and subject to the provisions of this Agreement, shall not be disclosed to third parties without the written consent of the Disclosing Party, except to the extent required by law or by a court or regulatory agency of competent jurisdiction. If any such disclosure is required, the Receiving Party shall notify the Disclosing Party of the same and obtain the Disclosing Party's consent before making such disclosure.
 17. It is understood that this Agreement does not obligate either of the Parties to enter into further discussions and both the Parties shall have the liberty to negotiate and enter into similar kind of arrangements with any third party and the proposed business arrangement for which this Agreement is being entered into shall not be deemed to have been entered into on exclusivity basis. The Parties understand that the furnishing of the Confidential Information will neither constitute an offer of any nature whatsoever nor form the basis of or any representation in relation to any contract.
 18. After expiration or termination of this agreement, the Receiving Party agrees to respect the confidentiality of the Disclosing Party's patents, IP, trademarks, and trade secrets, and not to disclose them to anyone during the period mentioned in clause 11.
 19. This Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the Parties with respect to such subject matter. This Agreement may be amended only by written instrument duly executed by the Parties.
 20. This Agreement shall be governed by and interpreted in accordance with laws of India. Any matter or dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts of Mumbai, India.
 21. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each

Party confirms it is acting on its own behalf and not for the benefit of any other person.

22. If any provision of this Agreement is determined to be unenforceable for any reason, then the remaining provisions hereof shall remain unaffected and in full force and effect.
23. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

For Client

Signature : _____ *

Name

Designation :_

For [INSERT NAME]

Signature : _____

Name : [INSERT NAME]

Designation : [INSERT DESIGNATION]

[[INSERT DATE]